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**Operations Support**

**US AIR FORCE PARTICIPATION IN  
INTERNATIONAL ARMAMENTS  
COOPERATION (IAC)**

**COMPLIANCE WITH THIS PUBLICATION IS MANDATORY**

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This instruction supersedes Air Force Regulations 80-15, 31 January 1990; 80-21, January 1964; 80-47, 1 June 1990; 80-48, July 1989; and 80-55, 22 January 1991; and Air Force Instruction (AFI) 16-110, 19 March 1999. For other related publications see [Attachment 1](#).

This instruction covers the standards, procedures, and implementation that govern the management of International Armaments Cooperation (IAC) programs throughout the United States Air Force. As used herein, IAC applies to international requirements harmonization, research, development, test, evaluation, acquisition, production and support of weapons and weapons-related technology. This instruction does not cover joint military arrangements and operations with allied nations, which are the purview of the Joint Chiefs of Staff and the various unified, specified, and component commands, nor does it address Security Assistance programs, including Foreign Military Sales. Refer to AFMAN 16-101 *International Affairs and Security Assistance Management* for a thorough treatment of Security Assistance policy and procedures.

The authority for this instruction is derived from Titles 10 and 22, United States Code, Department of Defense Directive 5000.2, United States Air Force (USAF) Policy Directive 16-1, Executive Orders, Department of Defense Directives, the International Traffic in Arms Regulations, Federal Acquisition Regulations (FAR), Air Force FAR Supplement, Department of Defense FAR Supplements, and US National Disclosure Policy. It applies to all Air Force personnel who prepare, manage, review, or participate in IAC projects. Send comments, changes, or suggested improvements to SAF/IAQ, 1080 Air Force Pentagon, Washington, DC 20330-1080.

The reporting requirements in this publication (chapter 3, paragraph [3.11.5.10.](#); chapter 4, paragraph [4.9.2.13.](#); and chapter 6, paragraphs [6.8.6.](#) and [6.8.6.1.](#)) are exempt from licensing in accordance with paragraph 2.11.12 of AFI 33-324, *The Information Collections and Reports Management Program; Controlling Internal, Public, and Interagency Air Force Information*

*Collections.*

## ***SUMMARY OF REVISIONS***

**This document is substantially revised and must be completely reviewed.**

All areas of the instruction have been updated. The principal revisions are the addition of IAC Project Origination (Section **1.3.2.**), Statutory Legal Authorities (Section **2.3.2.**), International Other Transactions and Non-Domestic Cooperative Research and Development Agreements (**Attachment 6**), the Defense Personnel Exchange and Cooperative Program Personnel Programs (**Chapter 5**); and the extensive revision of the Foreign Comparative Testing Program (**Chapter 4** and **Attachment 4**), and the US Air Force Participation in International Forums (**Chapter 6**), with emphasis on the newly formed NATO Research and Technology Organization which replaces the Advisory Group for Aerospace Research and Development (AGARD); and the topic of International Military Standardization; and the reduction in scope of the US-Canada Defense Development Sharing Program (DDSP), the Engineer and Scientist Exchange Program (ESEP), the Air Standardization Coordinating Committee (ASCC), and the Research and Development Liaison Office (RDLO).

Further, this revision removes the prior chapters that dealt with the NATO Cooperative Research and Development Program (known as the NUNN Program) that is undergoing significant change and the Logistics Role in International Cooperative Research, Development and Acquisition.

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## Chapter 1

### INTERNATIONAL ARMAMENTS COOPERATION (IAC) PROGRAMS

**1.1. Glossary of References, Abbreviations, Acronyms, and Definitions.** Required and related publications, abbreviations, acronyms, and definitions used in this volume are listed in [Attachment 1](#).

**1.2. Authorities.** Statutory authority for this instruction is derived from Titles 10 and 22, United States Code (USC), Department of Defense (DoD) Directive 5000.2, and USAF Policy Directive 16-1 (International Affairs). Other authorities are Executive Orders, DoD Directives (DoDD), the International Traffic in Arms Regulation (ITAR), and National Policy and Procedures for the Disclosure of Classified Military Information (NDP-1).

#### 1.3. Background.

**1.3.1. Policies and Directives.** DoD places a significant emphasis on IAC. In his memorandum of 25 June 1993, Deputy Secretary of Defense William Perry strongly supported armaments cooperation as a primary means of increasing the effectiveness of our armed forces while making the most efficient use of defense resources. Dr. Perry established the Armaments Cooperation Steering Committee (ACSC) to “lead a renaissance in armaments cooperation.” Under the auspices of the ACSC, the International Cooperative Opportunities Group (ICOG) was established in December, 1995 to identify DoD programs with high potential for successful international cooperation and lay out the steps needed to ensure their success.

More recently, in his policy memo of 28 Mar 1997, Secretary of Defense William Cohen declared that “. . . International Armaments Cooperation is a key component of the Department of Defense Bridge to the 21st Century. . . . it is DoD policy that we utilize International Armaments Cooperation to the maximum extent feasible, consistent with sound business practice and with overall political, economic, technological, and national security goals of the United States.” The minimum objectives of this policy are:

- Deployment and support of standardized, or at least interoperable, equipment with our potential coalition partners; and
- Leveraging of US resources through cost sharing and economies of scale afforded by international cooperative research, development, production, and logistics support programs.

Consistent with these policies and directives, the goal of the USAF IAC Program is to help fulfill valid USAF requirements by leveraging allied resources and technical capabilities to reduce costs, promote standardization, and avoid duplication of effort. The benefits of IAC, however, must be balanced against potential impacts to US operational capabilities and risks to our technology, industrial, and manufacturing bases.

#### 1.3.2. IAC Project Origination.

**1.3.2.1. Requirements.** Commanders-in-Chief, operating major commands (MAJCOMs) and users continually assess their missions, identify deficiencies, and participate in USAF strategic planning. Requirements usually originate from the Air Force Modernization Planning Process (MPP). The MPP is the foundation for requirements generation and the acquisition process. It is an extensive analysis of plans and requirements used to develop a prioritized list of deficiencies

and the most cost effective method, non-materiel or materiel, to overcome them. Non-materiel solutions, including changes in organization, training, tactics, and doctrine, are preferred over materiel solutions to satisfy deficiencies.

1.3.2.1.1. Mission Need Statement (MNS). A MNS is developed to document a mission deficiency only after all non-materiel solutions to satisfy that deficiency are assessed and found to be unsatisfactory (a MNS may also define a technological opportunity rather than a mission deficiency). On occasion, higher authority may direct a MAJCOM to implement an acquisition program. Written direction by the Chief of Staff of the Air Force (CSAF) or higher authority, fulfills the requirement to document a mission need for Acquisition Category (ACAT) II or III “top down” directed programs. The MNS, stated in broad, operational, non-system-specific terms, is a prerequisite for entry into the acquisition process and must be approved by the CSAF prior to milestone (MS) 0.

1.3.2.1.2. Analysis of Alternatives (AoA). During Phase 0, an AoA is performed. The AoA considers the operational effectiveness and estimated life cycle costs of alternative materiel systems to meet a mission need. In assessing materiel solutions, MAJCOMs are directed to give priority consideration to the preferred hierarchy of materiel alternatives specified in DoDD 5000.1 (Defense Acquisition) in order of decreasing cost-effectiveness. These are: (1) the procurement (including modification) of commercially available systems or equipment, the additional production (including modification) of already-developed US military systems or equipment, or Allied systems or equipment; (2) **cooperative development program with one or more Allied nations**; (3) new joint Service development program; and (4) a new Service-unique development program. Note that a cooperative development program with one or more Allied nations ranks second only to non-developmental items (NDI) in that preferred hierarchy. The AoA provides the basis for the selection of the preferred alternative by the proponent, the originator of the need, who then develops the Operational Requirements Document (ORD), a solution-oriented statement of the user’s requirements, for the MS I decision. The purpose of the ORD is to document system capability, threat, parameters, program support, and force structure required to satisfy a validated need.

1.3.2.1.3. Cooperative Opportunities Document (COD). Congress has mandated that the USD(AT&L) prepare a COD for review by the Defense Acquisition Board (DAB) in order to ensure that opportunities to conduct cooperative research and development are considered at early decision points in ACAT 1D Major Defense Acquisition Programs (MDAPs). Such a document is also prescribed for each new project for which a MNS is prepared. The cooperative opportunities analysis must address the following questions:

1.3.2.1.3.1. Are similar programs in development or production by one or more allies? If yes, could that foreign project satisfy, or be modified in scope so as to satisfy, the USAF military requirement?

1.3.2.1.3.2. What are the advantages and disadvantages with regard to program timing, developmental and life cycle costs, technology sharing, and Rationalization, Standardization, and Interoperability (RSI) of seeking to structure a cooperative development program with one or more allies? Very serious consideration must be given to the similarities of threats and operational requirements among the US and its allies. Inaccurate threat projections or “soft” requirements may lead to subsequent cost and schedule impacts.

1.3.2.1.3.3. If IAC at the major system level is not appropriate, then what alternative forms of cooperation could be appropriate for this project? Evaluate the potential for component/subcomponent codevelopment or incorporation of subsystems from allied sources.

1.3.2.1.3.4. If IAC is not appropriate at any level, then is there a future potential for Foreign Military Sales (FMS), co-production, or licensed production? If yes, then what considerations should be made in the system design and development to facilitate such foreign sales?

However, as stated, only ACAT ID MDAPs are reviewed by the DAB and a MNS is not required for a “top-down directed” program or for eight different types of USAF acquisition programs including Basic (6.1), Exploratory (6.2), or Advanced Development (6.3A) RDT&E programs. Therefore, many defense acquisition programs are not required by law to have a formal cooperative opportunities analysis. In such cases, it is the responsibility of the acquisition managers, laboratory scientists, MAJCOMs, users, and USAF HQ personnel to examine the potential for IAC to satisfy a mission need in accordance with USAF instructions. For example, the Single Acquisition Management Plan, required by SAF/AQ for all ACAT I and II programs, and optional for ACAT III programs, mandates that proponents address whether there are any opportunities for allied participation in the program.

1.3.2.1.4. Supporting USAF Organizations. USAF organizations conducting AoAs or preparing CODs, as well as acquisition managers, program managers (PMs), and laboratory personnel exploring the potential benefits of foreign collaboration should survey SAF/IAQ, the USAF offices overseas (Asian Office of Aerospace Research and Development (AOARD), European Office of Aerospace Research and Development (EOARD), and the USAF Research and Development Liaison Offices Overseas (RDLOs) ([Attachment 5](#)), and the appropriate Office of Defense Cooperation (ODC) to obtain information and assistance. SAF/IAQ can provide information on foreign military requirements and capabilities, industrial and technological capabilities, and government policies and procedures, both foreign and domestic, relative to the development and management of IAC activities.

EOARD in London, England and AOARD in Tokyo, Japan can provide information on basic foreign scientific and technological capabilities and achievements, which may be applied to USAF requirements.

USAF RDLOs in France, Germany, and the United Kingdom (UK) can provide information on foreign technology development and insertion opportunities and help identify cooperative opportunities with these major allies. US ODCs in other allied countries can provide similar information on their host country.

1.3.2.1.5. Forums. Under the auspices of the Office of the Secretary of Defense, the US Air Force participates in many forums and activities, which promote IAC and may result in International Agreements (IAs) ([Chapter 6](#)). Principal among these forums are those under the sponsorship of NATO.

1.3.2.1.6. The Conference of National Armaments Directors (CNAD). NATO has many forums which promote weapon systems collaboration and standardization. The primary groups in which the USAF participates are the NATO Air Force Armaments Group (NAFAG) under the CNAD and the Research and Technology Organization (RTO) which reports to both the CNAD and the NATO Military Committee. The NADs of the US, the UK, France, and



Germany (the Four-Power NADs) meet prior to and separate from the full semi-annual NATO CNAD meeting to discuss defense matters of mutual interest. The Four-Power NADs are committed to exploiting international cooperative opportunities (ICOs) and have institutionalized the process of identifying, initiating, and executing programs aimed at interoperable defense systems. The Four-Power Air Senior National Representatives have implemented this process through the Future Air Capabilities (FAC) initiative ([Chapter 6](#)).

1.3.2.1.7. In addition to NATO forums, the USAF participates in many other forums which facilitate mutually beneficial IAC ([Chapter 6](#)). The primary ones are the Technical Cooperation Program (TTCP) and the Air Standardization Coordinating Committee (ASCC) forums among Australia, Canada, New Zealand, the UK, and the US, the US-Canada Defense Development/Production Sharing Programs (DDSP/DPSP), the US-Japan Systems and Technology Forum (S&TF), the US-Republic of Korea (ROK) Defense Technological and Industrial Cooperation Committee (DTICC), Air Senior National Representative (SNR) talks, and Technology Working Groups (TWGs).

1.3.2.1.8. In addition to IAC projects arising from USAF participation in forums, many IAC projects evolve from ongoing Information/Data Exchange Programs (IEAs/DEAs) ([Chapter 3](#)) when the exchange of national research information indicates the benefits of joint, full scale research and development cooperation; from Foreign Comparative Testing (FCT) programs ([Chapter 4](#)) when the USAF testing of a foreign non-developmental item indicates its potential to meet a valid USAF requirement; and from the Engineer and Scientist Exchange Program (ESEP) ([Chapter 5](#)).

1.3.2.1.9. Bottoms-Up IAC programs arise when an acquisition manager, PM, or laboratory discovers an opportunity for international cooperation to help address a USAF financial, technological, schedule, or interoperability problem. Important resources in the search for such international cooperation are the ODCs and the USAF IAC Offices overseas (AOARD, EOARD, and the USAF RDLOs), which focus on USAF needs in IAC and are located in countries that are prominent defense partners of the US capable of contributing to USAF programs. ([Attachment 5](#)).

1.3.2.1.10. Regardless of the source of an IAC program, several factors are vital to its ultimate success and must be considered carefully before proceeding with the IAC agreement process. They are:

- 1.3.2.1.10.1. A firm commitment by the operational, technical, financial, and political communities of the US and the prospective foreign partners to the project and to international cooperation;
- 1.3.2.1.10.2. Harmonized requirements, both in performance specification and the project schedule, among all participants;
- 1.3.2.1.10.3. No unresolved technology transfer issues;
- 1.3.2.1.10.4. No adverse impacts on the US defense industrial base;
- 1.3.2.1.10.5. The availability of industrial participation for all participants;
- 1.3.2.1.10.6. The likelihood of structuring an equitable financial arrangement; and

1.3.2.1.10.7. The ability of all participants to make an equitable quid-pro-quo contribution, financial and/or nonfinancial, to the project.

1.3.2.1.11. If a careful analysis of these factors concludes that a successful IA is likely, then the proponent should pursue an IA in accordance with the guidelines and procedures of [Chapter 2](#). If, however, the analysis concludes that a successful IA is not likely but foreign participation is still desirable, the proponent may consider the following alternative means to meet the mission need:

1.3.2.1.11.1. Information Exchange Annex under an existing IEA/DEA ([Chapter 3](#));

1.3.2.1.11.2. Foreign Comparative Testing ([Chapter 4](#));

1.3.2.1.11.3. International Loan Agreement ([Chapter 2](#)),

1.3.2.1.11.4. A FAR contract with a foreign non-governmental entity; or

1.3.2.1.11.5. A Non-domestic Cooperative Research and Development Agreement (CRADA) or International Other Transaction (OT) with a foreign non-governmental entity ([Attachment 6](#)).

**1.4. Responsibilities of the Department of the Air Force.** The US Air Force participates in numerous DoD programs that provide for IAC with allied and friendly governments and international organizations. The Deputy Under Secretary of the Air Force for International Affairs (SAF/IA), through the IAC Division (SAF/IAQ), is responsible for IAC policies and procedures. SAF/IAQ directs and manages the USAF IAC Program, develops procedures for evaluating and implementing cooperative programs, guides USAF participation in IAC activities, and conducts International Program Reviews (IPRs) ([Attachment 8](#)) to continually assess the overall health and effectiveness of IAC programs, program areas, and processes.

**1.4.1. SAF/IA will:**

1.4.1.1. Approve USAF participation in all IAC programs.

1.4.1.2. Oversee USAF approaches to and involvement with foreign representatives in IAC programs.

1.4.1.3. Review and approve the transfer of technology, classified information, and defense materiel and services associated with IAC projects.

1.4.1.4. Promote and ensure USAF participation in IAC programs.

1.4.1.5. Support the best interest of the United States.

1.4.1.6. Ensure fulfillment of valid USAF requirements by IAC programs.

1.4.1.7. Access the best technologies of allied and friendly governments, including acquiring foreign NDI that are cost effective and meet user needs.

1.4.1.8. Use US, allied, and friendly government IAC resources efficiently to reduce costs and avoid duplication of effort.

1.4.1.9. Promote common, standardized, or at least interoperable equipment, uniform or compatible logistic support arrangements, and harmonized operational requirements, concepts, doctrine, and tactics.

1.4.1.10. Create overseas supply sources to improve offshore logistics capabilities and mobilization bases consistent with maintaining US industrial capabilities.

1.4.1.11. Foster a more efficient market for trade in defense technology, goods, and services among US, allied, and friendly governments by working with the Office of the Secretary of Defense (OSD) to exploit economies of scale and improve industry-to-industry collaboration.

1.4.1.12. Provide benefits to the US that outweigh potential risks to US operational capabilities and to the US technology, industrial, and manufacturing bases.

**1.4.2. SAF/IAQ will:**

1.4.2.1. Serve as the US Office of Primary Responsibility (OPR) for USAF participation in IAC programs, projects, and forums.

1.4.2.2. Provide overall USAF policy guidance for IAC participation.

1.4.2.3. Develop and disseminate guidance on the implementation and management of IAC programs, projects and related activities.

1.4.2.4. Monitor and oversee MAJCOM implementation of IAC programs and projects and associated agreements.

1.4.2.5. Communicate with foreign representatives to identify common needs, objectives, projects, procedures, and capabilities of mutual interest.

1.4.2.6. Consult with cognizant Headquarters United States Air Force (HQ USAF) and MAJCOM organizations on the interaction of strategic plans and defense materiel acquisition.

1.4.2.7. Administer, in concert with HQ USAF/XOR/XOJ, USAF evaluation of friendly governments' weapons systems, equipment, and technologies under the Foreign Comparative Testing (FCT) program.

1.4.2.8. Act as the DoD Executive Agent for the Engineer and Scientist Exchange Program (ESEP) and the Administrative and Professional Exchange Program (APEP) for assigned countries.

1.4.2.9. Issue International Program Directives (IPDs) to implement IAC programs requiring budget authority. Attachment 26 of the Air Force Manual 16-101, *International Affairs and Security Assistance Management* provides detailed guidance and instructions on how to prepare an IPD.

1.4.2.10. Review and coordinate each USAF MNS and each USAF ORD for IAC potential and international considerations.

1.4.2.11. Review and coordinate on all USAF major defense acquisition program Acquisition Decision Memorandums (ADMs).

1.4.2.12. Review and coordinate on all Single Acquisition Management Plans (SAMPs) prepared for USAF ACAT I and II programs to assess evaluation of international cooperative opportunities.

1.4.2.13. Review any AoA that assesses IAC opportunities.

1.4.2.14. Review and coordinate on all Program Management Directives (PMDs) that involve international cooperation.

- 1.4.2.15. In coordination with HQ USAF/XOR/XOJ, other HQ USAF offices, and the MAJCOMs, assist in harmonizing US and foreign military requirements to foster IAC projects.
- 1.4.2.16. In coordination with other HQ USAF offices, Under Secretary of the Air Force for Acquisition (SAF/AQ) Mission Area Directorates (MADs), and the MAJCOMs, identify candidate IAC projects.
- 1.4.2.17. In coordination with other HQ USAF offices and the MAJCOMs, identify foreign NDI to meet established USAF requirements with off-the-shelf equipment.
- 1.4.2.18. Review and staff HQ USAF approval for the exchange of scientific and technical information under the auspices of the Defense Data Exchange Program (DDEP).
- 1.4.2.19. Support USAF delegates to international forums supporting IAC and coordinate SAF / HQ USAF responses to actions resulting from such forums.
- 1.4.2.20. Oversee USAF participation in the US/Canada Defense Development Sharing Program (DDSP) and Defense Production Sharing Program (DPSP).
- 1.4.2.21. Review and staff HQ USAF approval of proposed IAC projects and supporting documentation and forward to USD(AT&L) for approval as appropriate.
- 1.4.2.22. Consult with the Department of Commerce (DoC) and Department of State (DoS) concerning the industrial base and international competitive implications of proposed IAC projects, as appropriate.
- 1.4.2.23. Negotiate and conclude IAC agreements when delegated authority to do so.
- 1.4.2.24. Budget and administer International Activities Program Elements to pursue and support IAC opportunities and programs.
- 1.4.2.25. Conduct IPRs of countries, programs (such as ESEP, FCT, etc.), program areas (such as NATO, PACRIM, etc.) and processes. IPRs will review country, program, and program area goals and objectives and their associated measures of performance; address specific problem areas and provide recommendations to solve them; and assess the overall status and direction of associated IAC agreements. Provide an annual report to SAF/IA, HQ AFMC/IA, and AFRL/CC.
- 1.4.2.26. Manage the USAF Four-Power Future Air Capabilities (FAC) effort; including structure, plans, processes, and projects.
- 1.4.2.27. Serve as the USAF OPR for the USAF display portion of international air and trade show joint technology booths (JTBs).
- 1.4.2.28. Serve as USAF OPR for IAC Integrated Logistics Support (ILS) policies and procedures.
- 1.4.2.28.1. Establish IAC ILS objectives and monitor the incorporation of integrated logistic support elements into IAC programs.
- 1.4.2.28.2. Interface with OSD, SAF offices, Air Staff, MAJCOMs, allied and friendly foreign nations, and international agencies' representatives to enhance cooperation in achieving ILS objectives.
- 1.4.2.28.3. Participate in identifying and establishing US and foreign commercial industrial capabilities to enhance interdependency and reduce acquisition and life cycle costs.

1.4.2.28.4. Review proposed USAF IAs for adequate inclusion of cooperative ILS.

1.4.2.28.5. Work with MAJCOMs' personnel and international representatives to ensure that USAF IAC ILS responsibilities are identified in IAs and actions are defined to meet these responsibilities.

1.4.2.28.6. Interface with MAJCOMs and foreign nations' representatives to consider foreign support equipment for USAF IAC programs when appropriate, e.g., for defense equipment used or acquired through Foreign Comparative Testing (FCT) or Defense Development Sharing Program (DDSPs).

**1.5. Responsibilities of Air Force Program Executive Officer (AFPEO), Technology Executive Officer (TEO), MAJCOM, Designated Acquisition Command (DAC), Direct Reporting Unit (DRU), and Field Operating Agency (FOA) Commanders.** Commanders will ensure that PMs, project officers (POs), and staffs use USAF institutional processes to evaluate opportunities for IAC. These processes will include, but not be limited to, the Defense Acquisition Board (DAB), the Planning, Programming, and Budgeting System (PPBS), and milestone reviews in accordance with the US acquisition process. These responsibilities include:

1.5.1. Harmonizing US and allied military requirements, in conjunction with HQ USAF/XOR/XOJ and other HQ USAF offices.

1.5.2. Investigating the capabilities of foreign equipment or materiel to satisfy USAF requirements.

1.5.3. Identifying and assessing opportunities for potential IAC projects by: giving full consideration to pursuing IAC projects with allied and friendly governments when these programs are in the best interest of the US; evaluating cooperative opportunities within the program acquisition strategy for review at MS I, per DoD 5000.2-R, DoD 5000.2-M, and AF Supplement 1 to DoD 5000.2, for each new or planned USAF development project that is a major ACAT I acquisition program and updating as necessary for subsequent milestones; and ensuring that opportunities for IAC are considered, evaluated, and properly documented in the acquisition strategy for non-major defense acquisition programs.

1.5.4. Executing IAC programs in accordance with IAs.

1.5.5. Pursuing opportunities for new or expanded IAC initiatives based on USAF requirements and foreign technology strengths.

**1.6. Responsibilities of Air Force Materiel Command (AFMC).** In addition to MAJCOM IAC responsibilities, AFMC will:

1.6.1. Manage the USAF technology display at international air and trade show JTBs.

1.6.2. Conduct a periodic management review with the partner nation(s) of the status of all IAs under AFMC purview.

1.6.3. Ensure that all International Project Officers (IPOs) and Information Exchange Annex/Data Exchange Annex Technical Project Officers (TPOs) receive training as defined by the MAJCOM.

**1.7. Responsibilities of all Proponents.** Proponents of IAC programs are responsible for ensuring that all requirements are met before submitting an IAC project proposal. Proponents will prepare and submit

required documents and reports in a timely and accurate manner and keep the appropriate agencies apprised of program changes and/or inability to execute.

## Chapter 2

### DEVELOPING AND IMPLEMENTING INTERNATIONAL ARMAMENTS COOPERATION (IAC) AGREEMENTS

**2.1. Purpose.** This chapter contains guidelines and procedures for initiating, developing, coordinating, and implementing IAC agreements, such as Memoranda of Agreement (MOAs) (the term Memorandum of Understanding (MOU), rather than MOA, is used with Australia, Canada, Japan, New Zealand, and the UK), Loan Agreements (LAs), agreements/arrangements under Master MOAs, and Project Agreements/Arrangements (PAs) under “umbrella” Technology Research and Development Project (TRDP) MOAs. MOUs and MOAs are sometimes referred to by the general term IA. The term “TRDP” is used as a generic reference to all agreements that enable cooperation across the technology base under a DoD-Ministry(ies) of Defense (MoD) MOA. As of March 2000, the US Air Force had 166 IAC agreements in place with 25 different countries.

This chapter amplifies the procedures contained in AFI 51-701, DoD Directive (DoDD) 5530.3 and PDASD(DUTP&IP) memorandum dated 12 October 1994, including revision 1 dated 13 February 1995 and revision 2 dated 26 May 1995. The provisions of this chapter do not apply to the preparation and coordination of agreements pursued under either the US Security Assistance Program (AFI 16-101) or the Air Force Information Exchange Program ([Chapter 3](#)).

**2.2. IAC Program Objectives.** All USAF Components should promote participation in IAs with allied and friendly countries in support of the following objectives:

- 2.2.1. Deployment and support of common, or at least interoperable, equipment with US friends and allies.
- 2.2.2. Leveraging USAF resources through cost sharing and economies of scale afforded by coordinated research, development, production, and logistics support programs.
- 2.2.3. Exploitation of the best technologies, military or civilian, available for equipping the US, its allies, and other friendly nations.
- 2.2.4. Supplying the best available defense material to the US, its allies, and other friendly nations in the most cost effective manner.
- 2.2.5. Maintenance of a strong industrial base for the US, its allies, and other friendly nations.

**2.3. Nature of MOAs/MOUs, PAs , and LAs.** This section provides short descriptions of MOAs, PAs, and LAs.

**2.3.1. MOAs/MOUs (hereinafter referred to as MOAs).** Project officers may draft an MOA to focus on a specific program of work (“project” MOA) or an umbrella MOA composed of several phases or projects. The type of MOA chosen depends upon the nature of the cooperative effort. MOAs may pertain to the full range of acquisition activity, from basic research to production and ILS. The USAF must request authority to develop IAC MOAs from USD(A&T) whereas PAs under an existing umbrella or master MOA generally need only SAF/IA authority. Therefore, MOAs should only be proposed for projects that cannot be conducted as a PA under an existing umbrella or master MOA.

2.3.1.1. A project MOA covers cooperation on a defined scope of work and provides the specific terms and conditions of the arrangement. Any related subsequent work can only be accomplished by amending the current MOA or negotiating and concluding an entirely new MOA.

2.3.1.2. An umbrella MOA covers cooperation on a broad scope of related work and contains the general principles that will govern cooperation among the parties. Although the umbrella MOA contains the general terms and conditions for anticipated cooperative efforts, project-specific details are contained in implementing arrangements concluded concurrently with or subsequent to conclusion of the MOA. There are three basic types of umbrella MOAs:

2.3.1.2.1. Program MOAs - appropriate when parties envision cooperating on several phases of weapon system development (e.g., Concept Exploration, Project Definition and Risk Reduction, and Engineering Manufacturing and Development). This type of umbrella MOA is sometimes called a "Program MOA." To initiate each phase, the parties will conclude an implementing arrangement, or annex sometimes called a phase MOA or Supplement, which specifically describes the scope of work, responsibilities of the parties and other pertinent issues for that phase. The parties commit to proceed with a subsequent phase once a preceding phase has been completed only through execution of the supplement, annex or arrangement for that subsequent phase.

2.3.1.2.2. Technology Research and Development MOAs - appropriate when cooperation is envisioned in several scientific/technical areas that are so disparate as to require a separate implementing arrangement, sometimes called an Annex or PA, describing the scope of work and other pertinent issues for each specific project. Depending upon the countries involved, these MOAs may be called Technology Research and Development Projects (TRDP) MOAs, Research and Technology Projects (RTP) MOAs, Research & Development Projects (RDP) MOAs, Technology Demonstration and System Prototypes (TDSP) MOAs, The Technical Cooperation Program (TTCP) or the Defense Development Sharing Program (DDSP) (with Canada).

2.3.1.2.3. Master MOAs - appropriate when the parties agree to cooperate in a particular technical area (e.g., warheads) over a period of several years. The specifics of each cooperative activity are defined in implementing arrangements sometimes called Annexes or PAs. The parties may sign one or more implementing arrangements at the same time as the master MOA or later, as appropriate.

2.3.1.3. PAs under umbrella MOAs. PAs under umbrella MOAs provide an expeditious manner for the USAF to initiate cooperative activities pertaining to basic research, exploratory development, and advanced development (budget categories 6.1 through 6.3 and, in some instances, 6.4). Engineering and Manufacturing Development or production programs that may evolve from cooperation under one or more PAs to an umbrella MOA require separate cooperative agreements outside the scope of the umbrella MOA. To reduce the time necessary to bring these cooperative projects from concept to conclusion, OSD delegated the authority to negotiate and conclude PAs to SAF/IA. However, SAF/IAQ must provide a copy of the negotiated PA and supporting documentation to OSD for review before entering into the agreement. As of January 2000, DoD had entered into TRDP-like MOAs with eleven governments: France, the UK, Germany, Australia, Republic of Korea, Canada, Israel, Singapore, Sweden, the Netherlands, and Egypt. TRDP-like MOAs with other countries are presently under negotiation.



2.3.1.4. LAs. The USAF may loan, or accept as a loan or gift, material, equipment, and supplies without charge for cooperative RDT&E purposes to a country that is a NATO or major non-NATO ally (designated under Section 517 of the Foreign Assistance Act (22 USC 2321k) in accordance with the provisions of Section 65 of the Arms Export Control Act (AECA) (22 USC section 2796d). Examples of such loans are those made under the NATO Combined Test Project Agreement (CTPA) and the Air Standardization Coordinating Committee Test Project Agreement (TPA) (see Air Force Instruction 60-106). However, the US Air Force cannot expend any funds in support of such a loan to an ally. Specifically, the US Air Force can invoke Section 65 authority to support a cooperative endeavor described in an MOA or to enable stand-alone LAs that provide for the loan of material, equipment, and supplies without charge in exchange for technical information generated from the use of the loaned equipment. Conversely, the US Air Force may accept as a loan or gift from a designated country, materials, supplies, or equipment for such purposes. To reduce the time necessary to bring these cooperative projects from concept to conclusion, OSD has delegated to SAF/IA the authority to negotiate and conclude Section 65 LAs. This SAF/IA authority cannot be redelegated. SAF/IAQ must provide a copy of the negotiated LA and supporting documentation to OSD for review before entering into the agreement. AECA Section 65 does not affect the authority to enter into leases under Section 61 of the AECA, which are implemented through the Security Assistance program.

**2.3.2. Statutory Legal Authorities.** The US Congress has enacted several laws which authorize components of the Executive Branch of government to enter into agreements with foreign nations for the purpose of enhancing mutual defense. Each such law has specific objectives, grants specific powers, and imposes specific requirements. Accordingly, it is very important to choose the best, appropriate legal authority in order to facilitate the negotiation and execution of the proposed IA. The selection of a legal authority should be done in consultation with the local legal counsel office. The primary statutory legal authorities for IAs are:

2.3.2.1. 10 USC 2358 is a general R&D authority. It authorizes the SECDEF or MILDEP to engage in international cooperation in basic research, applied research, advanced research, and development projects with any foreign nation or entity. Project costs must be shared equally; Foreign Military Funding may be used as all or part of the foreign contribution.

2.3.2.2. Section 27 AECA is a broad Research, Development, and Acquisition authority and is the most powerful, allowing international cooperation beyond R&D. It authorizes the President to enter into Cooperative Projects with members of NATO and other friendly foreign countries (Australia, Egypt, Israel, Japan, Korea, Sweden, and New Zealand). It permits the partners to contract on behalf of one another; it waives US disposal laws for jointly acquired project equipment; it permits the sharing of the cost of claims; and it authorizes US procurement of foreign defense articles. It requires equitable sharing of the total Project costs, joint Project management, and a 30-day notification to the US Congress prior to signature of the IA.

2.3.2.3. 10 USC 2350a is a cooperative R&D authority. It authorizes the Secretary of Defense to enter into a formal agreement with members of NATO, NATO organizations, and major non-NATO allies (Argentina, Australia, Egypt, Israel, Japan, Jordan, and the Republic of Korea) for the purpose of conducting cooperative R&D Projects on defense equipment and munitions. Such Projects must improve the conventional defense capabilities of NATO or the common defense capabilities of the US and its major non-NATO allies. It permits sharing the cost of claims. It requires joint Project management.

2.3.2.4. Section 65 of the AECA authorizes the loan of materials, supplies or equipment for R&D purposes. It requires a written agreement; either as a stand-alone Loan Agreement or as part of a broader IAC IA. It authorizes the Secretary of Defense to loan to members of NATO or major non-NATO allies (Argentina, Australia, Egypt, Israel, Japan, Jordan, and the Republic of Korea); and to accept as a loan or gift from such countries, non-strategic and non-critical materials, supplies, or equipment for the purpose of conducting a cooperative RDT&E program. If the US is the loaner, it must incur no costs and must receive a report of the results of the foreign testing or evaluation without charge. If the item loaned is not expendable, it must be returned to the US Air Force in its original configuration.

**2.4. Technical Discussions.** Before and during the process of seeking the authority to develop an IA, proponents may engage in discussions with their foreign counterparts. Prior to such preliminary discussions, the proponent should consult with appropriate USAF disclosure authorities for guidance regarding releasability of all elements of the system, information, or technology in question. Guidelines for these technical discussions are below.

**2.4.1. Nature of Discussions.** USAF personnel may conduct preliminary or exploratory discussions regarding prospective agreements. These preliminary technical discussions are conducted to obtain information necessary to evaluate whether the potential project is the most cost-effective alternative to meet a USAF mission need. USAF personnel also must make clear to their foreign counterparts that they can neither make nor accept binding commitments in such exploratory discussions and that the exploratory discussions do not constitute negotiations.

**2.4.2. Limitations to Discussions.** AFI 51-701, "Negotiating, Concluding, Reporting, and Maintaining International Agreements," 6 May 1994, implements DoDD 5530.3, "International Agreements" and requires that Air Force personnel obtain appropriate written approval before they may initiate, negotiate, or conclude IAs. USAF personnel may not enter into formal negotiations with foreign representatives on IAC programs unless they have received formal authorization from SAF/IA, which is responsible for obtaining authority from USD(AT&L) when required. "Negotiation" is defined in [Attachment 1](#). USAF personnel should familiarize themselves with what constitutes "negotiation." For example, negotiation includes communication of a US position to a foreign representative even if conditioned on later approval of a higher authority; but does not include preliminary or exploratory, non-binding discussions with representatives of a foreign government. USAF personnel will not provide or discuss any draft IA or provisions with any agent or representative of a foreign government before being granted authority to negotiate.

**2.5. Project Proposal Development - Documentation Requirements:** Once discussions with foreign representatives have identified the potential basis for cooperation, an International Cooperative Agreement Team (ICAT) will be formed (paragraph [2.6.1.](#)) if required. An ICAT is an integrated product team formed to support the project officer in drafting and staffing the documentation needed for an IA. Through an ICAT, all stakeholders in an IAC project at the field, at HQ AFMC, at the Air Staff, and other organizations are given the opportunity to participate in the development and staffing of an IA early in the process. This proven process improves the quality of the agreement and required documentation, as well as reduces the overall agreement development and staffing time through concurrent sharing of information and stakeholder involvement. The proponent, with the assistance of the ICAT, will prepare the documentation required to obtain the authority to develop an IA. [Attachment 7](#) provides a description of the purpose, structure, and functions of the ICAT. The required IA documents are described below.

**2.5.1. R&D IAs.** For R&D IAs, the more commonly encountered type, the following documents are required:

**2.5.1.1. Draft Summary Statement of Intent (SSOI).** For R&D IAs, the SSOI replaces the legal memorandum, fiscal memorandum, Technology Assessment/Control Plan (TA/CP) and Industrial Base Factors Analysis (IBFA) of paragraph 2.5.2. The SSOI is a US Government-only document that must contain sufficient information to enable reviewing offices to make an informed judgment as to whether approval should be given to develop an IA. The format for the SSOI, together with instructions for completing it, are shown in Attachment 2. Although the SSOI for a new, proposed IA typically should be from three to six pages in length, the length of a SSOI will vary according to the complexity and sensitivity of the issues pertinent to the proposal. An abbreviated SSOI containing only pertinent, revised information will be submitted for proposed amendments to existing MOAs, PAs, and LAs when accompanied by the original, approved SSOI. In developing the SSOI, USAF personnel will identify and assess the technology and/or information to be included in the program so that reviewers may understand its sensitivity and the parameters of the proposed program. The approved SSOI will be used as the basis for developing R&D IA negotiating guidance and other appropriate documentation.

**2.5.1.2. Draft Agreement.** The IA Generator (IA GEN) is a DoD-sponsored, US Government-only, computer software system which contains approved standard and alternate text and guidance for MOAs and LAs, which the proponent tailors to fit the project concept. For PAs under master MOAs, the DoD and foreign MoD(s) agreed to a standard PA format during master MOA negotiations. The PA format is attached as an annex to the master MOA. Contact your MAJCOM International Focal Point, HQ AFMC/IA, or SAF/IAQ to obtain a copy of an example master MOA.

**2.5.1.3. Draft Delegation of Disclosure Authority Letter (DDL).** In addition to submitting a draft agreement, cognizant MAJCOMs must prepare and submit a DDL even if the project involves only unclassified information. The format for the DDL is shown in Attachment 2. In developing a DDL for classified or controlled unclassified information involving technology with military or space applications only, USAF personnel will consult with local foreign disclosure officers to incorporate applicable National Disclosure Policy (NDP-1) and USAF disclosure policy guidelines in accordance with Air Force Policy Directive (AFPD) 16-2. The DDL will set forth the scope of the agreement and will provide detailed guidance regarding releasability of all elements of the system, information, or technology in question. The scope of the project described in the DDL will be fully consistent with that set forth in the agreement. The DDL will also provide specific and detailed guidance to support evaluation of any proposed exports and releases of defense articles and technical documents by other DoD Components and defense contractors. Once an IA is entered into, the DDL will be updated, as required, and reissued by SAF/IAD to ensure that transfers of defense articles and information by the US Government or industry representatives comply with the SSOI, AFPD 16-2, AFI 16-201, and other applicable security policies and procedures. The approved DDL provides continuous disclosure authority over the life of the IA. With the SSOI, the DDL supports the USAF position prior to entering into formal negotiations with a foreign government. While information in the DDL will be presented in the clearest and easiest-to-use manner, the DDL must be consistent with the scope and description of the IA. DDLs will not be automatically classified. They will be appropriately classified if the information contained therein is in fact classified by itself, based upon derivative classification guidance, or by the compilation principle. Marking a DDL as classified based upon compilation must be endorsed

by an original classification authority. Unnecessary classification of DDLs is counterproductive to the purpose of the DDL. Regardless of security classification, DDLs will not be disclosed to partner nations.

**2.5.2. Other than R&D IAs.** For all IAC IAs except R&D, the SSOI (above) is replaced by the first four documents below. The required documents are:

**2.5.2.1. A legal memorandum (LM)** specifying the Constitutional, statutory, or other legal authority available to conduct the MOA;

**2.5.2.2. A fiscal memorandum (FM)** specifying the estimated cost of the MOA to the DoD, and the source of funds to be obligated;

**2.5.2.3. A Technology Assessment/Control Plan (TA/CP)** that itemizes all sensitive US classified and unclassified articles, commodities, or technical data, which would be transferred via the proposed MOA and an assessment of the risk to US national security through such transfers. The TA/CP further identifies the foreign technologies or other benefits that the US is likely to acquire as a result of the proposed MOA; and

**2.5.2.4. An Industrial Base Factors Analysis (IBFA)** that assesses the near-term and long-range effect of the proposed MOA, as well as any anticipated follow-on effort, on the US defense industrial base,

**2.5.2.5. Draft Agreement** , and a

**2.5.2.6. Draft DDL.**

## **2.6. Procedures for Processing MOAs .**

2.6.1. The full requirements of DoDD 5530.3, *International Agreements*, apply to processing IAC MOAs. However, DEPSECDEF memorandum dated 14 September 1994 as implemented by PDASD/DUTP&IP memorandum dated 12 October 1994 established a streamlined process to simplify and shorten the process to develop R&D MOAs. The DEPSECDEF memo prescribes a three-stage process for establishing an R&D MOA. The three stages are: Initiation, Development and Negotiations, and Final Review and Approval. In this streamlined process, a simplified Request for Authority to Develop (RAD) replaces the Request for Authority to Negotiate (RAN) (paragraph 2.6.2.1.) and a simplified Request for Final Approval (RFA) replaces the Request for Authority to Conclude (RAC) (paragraph 2.6.2.3.). This streamlined process for R&D MOAs will be described first since it is the more commonly used; then the full process for all other types of IAC agreements will be described later in paragraphs 2.6.2.1. through 2.6.2.3.

### **2.6.1.1. Initiation (R&D MOAs)**

2.6.1.1.1. The project will be initiated using the appropriate downward-directed or “bottoms-up” process as shown in **Figure 2.1.** and **Figure 2.2.** to develop the SSOI, draft MOA, and DDL. There may be situations where the ICAT decides to defer development of the DDL until after OSD grants authority to develop the MOA.

2.6.1.1.2. At a minimum, SAF/IAQ will staff the SSOI with AF/XPP, SAF/GCI, SAF/IAD, SAF/FMBI, SAF/IAW, the appropriate SAF/AQ technical directorate(s), and the appropriate SAF/IA regional division. SAF/IAQ will return SSOIs that are not approved by HQ USAF to HQ AFMC/IA with detailed guidance on required changes or action. SAF/IA, or SAF/IAQ as

appropriate, will forward SSOIs that are approved by HQ USAF to DUSD(IP) along with a formal request for authority to develop (RAD) the MOA. DUSD(IP) staffs the RAD to cognizant DoD offices, Military Services, the Department of State, and the Department of Commerce under a 21-day silence procedure; i.e. if no objection is made within 21 days, approval is assumed (Note: DoD Office of General Counsel and Comptroller are exempt from the 21-day silence procedure).

**2.6.1.2. Development and Negotiation.** Should OSD approve the RAD, DUSD(IP) will delegate authority to develop and negotiate the MOA to SAF/IA. SAF/IAQ will task HQ AFMC to provide a draft MOA and DDL. If the MOA and DDL were not prepared prior to RAD-approval, the ICAT will develop these documents. The MOA will be prepared using the most recent text approved in the IA GEN. HQ AFMC will forward the draft MOA and DDL to SAF/IAQ for HQ USAF review and approval. SAF/IAQ will staff the draft MOA and DDL with SAF/GCI, SAF/IAD, SAF/IAW, and the appropriate SAF/AQ and SAF/IA regional directorates for approval. Once SAF/IA, or SAF/IAQ as appropriate, approves the draft MOA and DDL, SAF/IAQ will formally propose the draft MOA to the foreign government. SAF/IAQ will conduct negotiations in accordance with paragraph 2.8. and will submit proposed deviations from the IA GEN to OSD for approval.

Figure 2.1. Downward-Directed Agreement Development Process

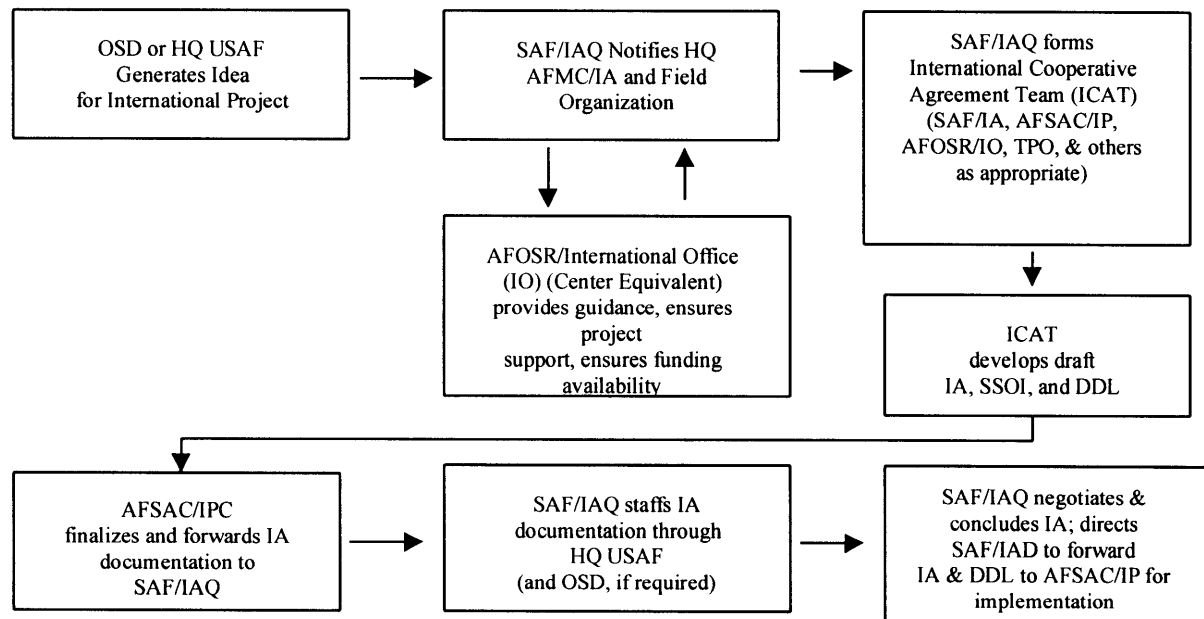
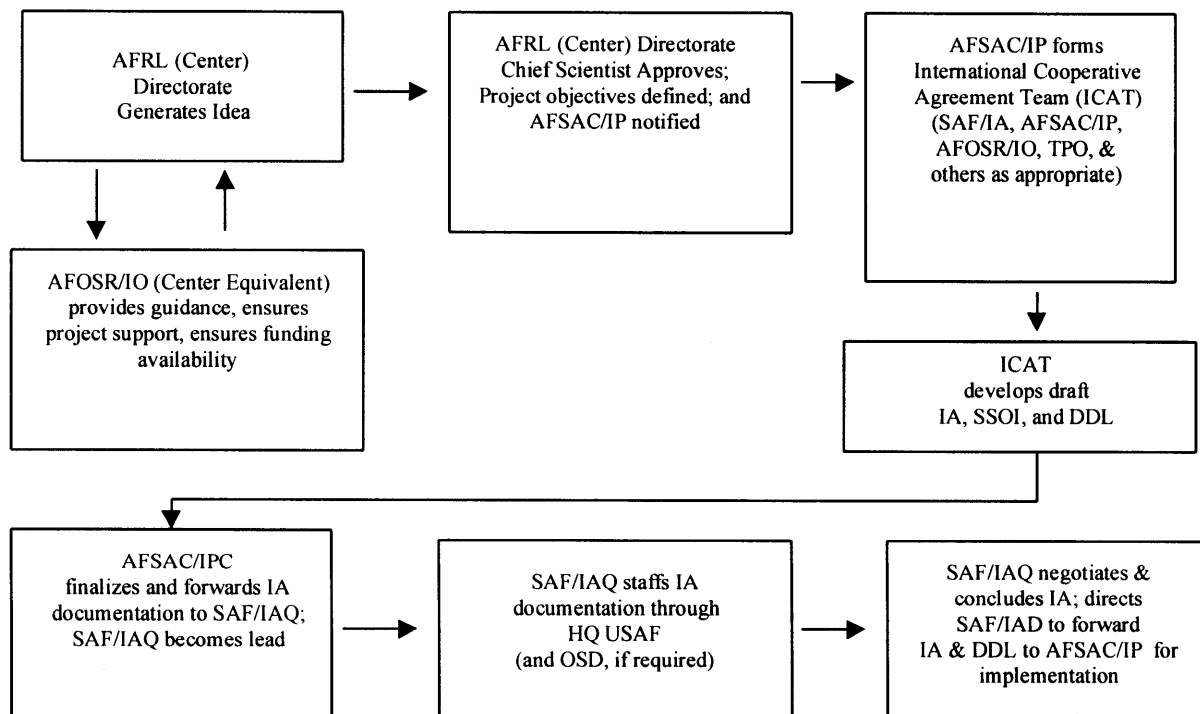


Figure 2.2. Bottoms-Up Agreement Development Process



**2.6.1.3. Final Review and Approval.** Upon successful completion of negotiations, SAF/IAQ will staff the final draft MOA and updated SSOI for SAF/GCI approval and will conduct any additional HQ USAF staffing of the MOA and DDL as appropriate. Once this is completed, SAF/IA, or SAF/IAQ as appropriate, will forward an RFA to conclude the MOA to DUSD(IP), which will staff the MOA with all cognizant DoD functional offices, the Military Services, and the Departments of State and Commerce under a 21-day silence procedure (Note: DoD Offices of General Counsel and Comptroller are exempt from the 21-day silence procedure). If no issues are identified, DUSD(IP) will authorize SAF/IA to sign the MOA. If consensus is not reached 30 days after staffing the negotiated agreement, the matter will be forwarded to the Departmental Memorandum of Understanding Committee (DMUC) for resolution.

**2.6.1.4. MOA Process Checklist.** A MOA Process Checklist is available in the SAF/IAQ Training Guide in the Defense Acquisition Deskbook at website: <http://www.deskbook.osd.mil/>.

**2.6.2. Initiation (for other than R&D MOAs)** The project will be initiated using the appropriate downward-directed or “bottoms-up” process as shown in **Figure 2.1.** and **Figure 2.2.**, to develop the LM, FM, TA/CP, IBFA, draft MOA, and DDL. There may be situations where the ICAT decides to defer development of the DDL until after OSD grants authority to negotiate the MOA.

2.6.2.1. At a minimum, SAF/IAQ will staff the draft text of the proposed MOA, LM, FM, TA/CP and IBFA with AF/XPP, AF/XOR, SAF/GCI, SAF/IAD, SAF/FMB, SAF/IAW, the appropriate SAF/AQ technical directorate, and the appropriate SAF/IA regional division. SAF/IAQ will return documents that are not approved by HQ USAF to HQ AFMC/IA for any appropriate action. SAF/IA will forward the document package approved by HQ USAF to DUSD(IP) or other appropriate approval authority, with a formal request for authority to negotiate (RAN) the MOA. DUSD(IP) or other appropriate approval authority, staffs the RAN to cognizant DoD offices and the Department of Commerce.

**2.6.2.2. Development and Negotiation.** Should OSD approve the RAN, DUSD(IP) will delegate authority to negotiate the MOA to SAF/IA. If the DDL was not prepared prior to RAN approval, the ICAT will now develop it. SAF/IAQ will formally propose the draft MOA to the foreign government. SAF/IAQ will conduct negotiations in accordance with paragraph 2.8. and, during negotiations, will submit proposed deviations from the IA GEN to SAF/GCI and to OSD for approval.

**2.6.2.3. Final Review and Approval.** Upon successful completion of negotiations, SAF/IAQ will staff the negotiated text of the MOA, and the revised (if necessary) LM, FM, TA/CP, and IBFA for SAF/GCI approval. SAF/IAQ will also conduct any additional HQ USAF staffing of the MOA and DDL as appropriate. Once this is completed, SAF/IA will forward the RAC to DUSD(IP), which will staff the MOA with all cognizant DoD functional offices and the Departments of State and Commerce. If no issues are identified, DUSD(IP) will authorize SAF/IA to sign the MOA. If unresolvable issues are encountered, additional negotiations with the foreign participants may be required.

### **2.6.3. The Cooperative Programs Integrated Management System (CPIMS)**

2.6.3.1. In order to streamline the process for IA submission, staffing, approval and reporting, SAF/IAQ is developing an unclassified system called the Cooperative Programs Integrated Management System (CPIMS). CPIMS will support the full spectrum of unclassified activities required by the USAF IAC Program. By automating many of the IA processes, CPIMS will not only expedite processing of IAs and related documents such as DDLs, but it will also help to stan-



standardize IA procedures within SAF/IAQ and those organizations it must work with, especially AFMC. In addition, CPIMS will provide a management tool for monitoring the IA process and a central repository of historical IA development and negotiation information. This IA information may then be accessed for analysis or to generate standard reports as well as ad hoc, special queries to support international forums and bilateral meetings.

2.6.3.2. CPIMS is envisioned to be an automated, browser-based, internet system with secure, controllable access. Prospective users must register, be approved, and issued a username and password. CPIMS will interface with the Tri-Service DEA and IA databases, which contain pertinent information such as title, countries, dates, IPOs, and TPOs on all existing and in-process agreements/annexes.

**2.7. Procedures for Processing PAs, and LAs.** DUSD(IP) delegated the authority to negotiate and conclude PAs to master MOAs and LAs to SAF/IA. Therefore, the process for establishing PAs and LAs differs from the MOA process described in paragraph 2.6..

**2.7.1. Initiation.** Obtaining SAF/IA Approval. Proponents will prepare a draft PA or LA, and SSOI and forward them to HQ AFMC/IA for review, approval, and forwarding to SAF/IAQ. HQ AFMC/IA forms an ICAT, if necessary, (typically consisting of SAF/IAQ, HQ AFMC/IA, AFOSR/IO, the technical project office, and other members on an as needed basis) to review the proposed SSOI, revise it if necessary, and develop the DDL (for PAs only). The ICAT procedures discussed in paragraph 2.6. will be used for PAs. An ICAT will not generally be formed to develop and process an LA. For LAs, the proponent will develop the SSOI and draft LA and provide them to their MAJCOM point of contact for coordination and forwarding to SAF/IAQ. Like the MOA process described above, proponents may submit completed SSOIs for approval and then develop the draft PA or LA and DDL (if appropriate). However, because PAs and LAs are much easier to prepare than MOAs, proponents may submit all of the documentation at one time. This latter method is the most efficient and expeditious approach, from a staffing perspective. HQ AFMC/IA will staff each SSOI with their legal, disclosure, technical and any other appropriate offices. SSOIs that receive HQ AFMC/IA approval will be forwarded to SAF/IAQ for HQ USAF review. At a minimum, SAF/IAQ will staff the SSOI with AF/XPP, AF/XOR, SAF/GCI, SAF/IAD, SAF/FMBI, SAF/IAW, the appropriate SAF/AQ technical directorate(s), the appropriate SAF/IA regional division and with other HQ offices as appropriate. SAF/IAQ will return PA/LA documentation packages that are not approved by SAF/IA to HQ AFMC/IA with detailed guidance on required changes or action.

**2.7.2. Negotiation.** Once SAF/IA approves the draft PA and DDL, or LA, SAF/IAQ will forward the proposed PA or LA to the foreign government for review. The Parties should be able to negotiate PAs and LAs through the regular mail, or by e-mail, fax or telephone. SAF/IAQ will follow the negotiation guidance outlined in paragraph 2.8. below.

**2.7.3. Final Review and Approval.** After completing successful negotiations, SAF/IAQ will staff negotiated PAs and LAs with SAF/GCI and other appropriate HQ USAF offices. SAF/IAQ must provide a copy of the draft PA or LA agreement and SSOI to DUSD(IP) 15 days (Australia TRDP PA, 30 days) before SAF/IA intends to sign the PA or LA. If OSD does not formally inform the USAF that it objects to the proposed agreement within the allotted time period, SAF/IA may sign the agreement.

**2.7.4. Checklists.** Checklists for the PA Process and the LA Process are available in the SAF/IAQ Training Guide in the Defense Acquisition Deskbook at website: <http://www.deskbook.osd.mil/>.



**2.8. Negotiation Guidance.** The OSD goal is to complete MOA negotiations in no more than nine months.

**2.8.1. Negotiating Team.** Each IA negotiation is unique and is affected by the nature of the project, the number and identity of foreign partners, and other domestic and international considerations. SAF/IAQ approves the membership of the negotiation team, which usually consists of a principal negotiator from SAF/IAQ, who coordinates the negotiating team's activities, a SAF/GCI representative, and technical experts. USAF overseas liaison officers should be invited to participate in negotiations pertaining to their countries. The principal negotiator will be the sole official spokesperson for, and manager of, the team. Other team members will contribute to discussions only at the request of the principal negotiator.

**2.8.2. Non-binding Nature of Negotiations.** During the negotiation process, USAF personnel will make it clear to potential partners that the USAF cannot make commitments binding on the US Government until the negotiated agreement is approved by appropriate higher authorities.

**2.8.3. Sources of Additional Guidance.** In negotiating the agreement, the team will follow the policies and guidelines issued by SAF/IAQ. The principal negotiator will consult with SAF/IAQ and appropriate higher USAF authorities about any issue or problem not addressed by SAF/IAQ guidelines.

**2.8.4. International Negotiator's Checklist.** The International Negotiator's Checklist is available in the SAF/IAQ Training Guide in the Defense Acquisition Deskbook at <http://www.deskbook.osd.mil/>.

**2.9. Special Pre- and Post-Signature Requirements.** SAF/IAQ will ensure that the following requirements are satisfied.

**2.9.1. Pre-Signature Requirements.**

**2.9.1.1. Agreements in a Foreign Language.** DoDD 5530.3 requires that no IA may be concluded in a foreign language unless the agreement expressly provides that the English language text will be considered by the parties as the governing text in case of conflict between the different language texts; or the agreement expressly provides that the English language text and the foreign language text are equally authentic. A linguistic certification that these criteria have been met must accompany the text of the agreement. A Certificate of Language Conformity (CLC) will be issued after a thorough review of both the English and foreign language versions of the IA to ensure that both versions are in conformity with each other and have the same meaning in all substantive respects. In such cases, SAF/IAQ will obtain the CLC and attach it to the IA as an errata sheet.. The CLC format is provided at [Attachment 2](#).

**2.9.1.2. Certification to the Congress (AECA Section 27 projects only).** Not less than 30 days before the signing of an MOA or PA for a cooperative project authorized under Section 27 of the AECA, the DoD is required to submit to the Speaker of the House of Representatives and to the Chairs of the Committees on Foreign Relations and Armed Services of the Senate a numbered certification on the proposed cooperative IA. The proponent organization prepares the Certification and forwards it to SAF/IAQ for official transmission to DUSD(IP). Frequently, the Certification is prepared and submitted along with the RFA or RAC. The Certification format is provided at [Attachment 2](#).

**2.9.2. Post-Signature Requirements.** Title 1 United States Code 112b(a), Case-Zablocki Act, requires the Secretary of State to report all IAs other than treaties to the Congress within 60 calendar

days after their entry into force. Accordingly, SAF/IAQ forwards two reproducible copies of each signed MOA, PA, or LA to the USAF Judge Advocate International office, the DoD General Counsel, and to the Assistant Legal Adviser for Treaty Affairs, DoS within 20 days after it has entered into force. A background statement meeting the requirements of enclosure 3 and in the format of enclosure 6 to DoDD 5530.3 must accompany the transmitted text of the MOA. If the text of the IA is transmitted more than 20 days after its entry into force, the transmittal document must state the reason for late submission. Unless one of the copies is the signed original, each copy will be certified to be a true copy of the original IA (refer to procedures in DoDD 5530.3 and AFI 51-701). SAF/IA will disseminate the signed IA, final SSOI (for R&D agreements), and DDL to the MAJCOM point of contact and foreign disclosure office.

**2.9.3. Compliance.** HQ USAF will oversee compliance with IAs for those agreements for which the US Air Force is responsible. HQ USAF will keep DoD Office of General Counsel currently and completely informed on compliance with all IAs in force for which it is responsible.

## **2.10. Implementing, Amending, Withdrawing From, and Terminating MOAs, PAs, and LAs.**

**2.10.1. Implementing Arrangements.** Proposed implementing and other subsidiary arrangements to an IAC MOA must be reviewed by SAF/IAQ and SAF/GCI, at a minimum, to determine consistency with the MOA and the MOA's scope.

**2.10.2. Amendments.** Substantive amendments to an MOA, PA, or LA must be approved according to the same procedures used to develop the original MOA, PA, or LA. Substantive amendments include those provisions which by themselves might form the basis of a separate agreement or that propose a new or altered obligation not previously contemplated by the parties. They may include, for example, changes in scope, financial contribution, ceiling cost, disclosure limit, or termination date. The required IA supporting documents for an amendment are the same as for the original MOA, PA or LA (paragraphs [2.5.1.](#) or [2.5.2.](#)); except an abbreviated SSOI containing only pertinent, revised information for the proposed amendment together with the original, approved SSOI will be submitted. The negotiation and conclusion of all amendments, whether substantive or not, must be approved by the same US office that approved the original agreement unless such office expressly has delegated authority to approve amendments to the agreement to another US official. Proponents should notify SAF/IAQ of proposed amendments as soon as possible to ensure that the appropriate documents are prepared.

**2.10.3. Withdrawal and Termination.** Withdrawing from or terminating an MOA, PA, or LA. If the USAF is considering unilateral withdrawal from an existing agreement, the managing MAJCOM will consult with SAF/IAQ at least 90 days before the anticipated announcement date. If the decision to withdraw is approved, SAF/IAQ, after consultation with SAF/GCI, will inform the other signatories according to the procedures outlined in the agreement. Under the terms of most agreements, withdrawing parties retain certain obligations after withdrawal. For example, there will be responsibility for financial costs incurred up to the date of withdrawal, and for continued compliance with security, intellectual property rights, or other provisions to which the withdrawing government remains bound. The sponsoring MAJCOM will in the first instance be responsible for ensuring that these obligations are fully discharged and for reporting to SAF/IAQ any non-compliance therewith. Similar procedures will be followed if the parties agree to jointly terminate the agreement.

## **2.11. Headquarters, United States Air Force (HQ USAF) Responsibilities.**

**2.11.1. SAF/IA will:**

- 2.11.1.1. Approve overall IAC policy guidance to USAF personnel in accordance with AFPD 16-1 and other documents.
- 2.11.1.2. Request authority from USD(AT&L) to develop/negotiate IAC MOAs or any appropriate amendments, withdrawals, and terminations to MOAs on behalf of the USAF.
- 2.11.1.3. Use OSD-delegated authority to authorize USAF proponent development of PAs or LAs, or any appropriate amendments, withdrawals, and terminations to PAs or LAs.
- 2.11.1.4. Request final approval from USD(AT&L) to conclude IAC MOAs.
- 2.11.1.5. After obtaining approval from USD(AT&L), conclude MOAs.
- 2.11.1.6. Use OSD-delegated authority to conclude USAF PAs, or LAs or any appropriate amendments, withdrawals, and terminations to PAs or LAs after appropriate notification to OSD.

**2.11.2. SAF/IAQ will:**

- 2.11.2.1. Prepare and disseminate USAF policies and guidelines concerning development, negotiation, and conclusion of MOAs, PAs, and LAs.
- 2.11.2.2. Provide ICAT leadership throughout the entire MOA development and negotiation process for downward-directed agreements supported by the Air Staff.
- 2.11.2.3. Review proposed MOAs, PAs, and LAs and supporting documentation to ensure consistency with approved DoD language and formats.
- 2.11.2.4. Coordinate proposed MOAs, PAs, LAs and supporting documentation with appropriate HQ USAF staff elements.
- 2.11.2.5. Serve as principal negotiator for all USAF IAC agreements.
- 2.11.2.6. Provide a copy of a proposed TRDP PA to the appropriate US Executive Agent before formally transmitting to the foreign government.
- 2.11.2.7. Provide a copy of the concluded TRDP PA to the appropriate US Executive Agent after signature.
- 2.11.2.8. Monitor implementation of MOAs, PAs, and LAs on behalf of SAF/IA and oversee compliance with those IAs for which the US Air Force is responsible.
- 2.11.2.9. Transmit signed MOAs, PAs, and LAs to DoS and appropriate DoD offices. Additionally, transmit signed MOAs, PAs, and LAs to SAF/IAD for release with the approved DDL to the cognizant MAJCOM international office and to USAF Judge Advocate International (HQ USAF/JAI) office.
- 2.11.2.10. Act as focal point for matters requiring coordination with OSD and the other Services to:
  - 2.11.2.10.1. Coordinate USAF review of other DoD Component-proposed SSOIs, MOAs, and PAs.
  - 2.11.2.10.2. Provide appropriate reports to OSD on the status of on-going MOAs and PAs.

2.11.2.10.3. For AECA Section 27 (22 USC Section 2767) agreements, provide timely certification to OSD to allow for the 30-day Congressional notification required prior to entering into the agreement.

2.11.2.10.4. Forward two reproducible copies of each signed MOA, PA, or LA to the DoD General Counsel, to the Assistant Legal Adviser for Treaty Affairs, DoS, and to the USAF Judge Advocate International HQ USAF/JAI office within 20 days after it has entered into force.

2.11.2.11. Ensure that a CLC is prepared for MOAs, PAs, and LAs to be concluded in English and another language, where both texts will be equally authentic.

**2.11.3. SAF/IA regional offices will:**

2.11.3.1. Review proposed MOAs, PAs, and LAs and supporting documentation for consistency with USAF international policy and compliance with USAF international objectives.

**2.11.4. SAF/IAD will:**

2.11.4.1. Review MOAs, PAs, LAs and supporting documentation (especially the DDL) to ensure consistency with USAF foreign disclosure, OSD, and National Disclosure and Export policies.

2.11.4.2. Transmit signed MOAs, PAs, and LAs with the approved DDL to the cognizant MAJCOM international office and foreign disclosure office within 10 days of receipt of the signed agreement from SAF/IAQ.

**2.11.5. SAF/IAW will:**

2.11.5.1. Review MOAs, PAs, and LAs, and their supporting documentation to ensure USAF operational and technical concerns are considered.

**2.11.6. SAF/AQ will:**

2.11.6.1. Review proposed MOAs, PAs, and LAs and their supporting documentation to ensure consistency with USAF science, technology and acquisition policy. SAF/AQ will obtain USD(AT&L) approval before contracting for an IAC project by other than full and open competition by submitting a formal Justification and Approval (J&A) which is drafted by the sponsoring MAJCOM.

**2.11.7. Deputy General Counsel, International Affairs (SAF/GCI) will:**

2.11.7.1. Review proposed MOAs, PAs, and LAs, amendments, withdrawals, and terminations, and supporting documentation to ensure consistency with US law, regulations and policies.

2.11.7.2. Provide legal counsel for IAC related matters and negotiation of agreements.

**2.11.8. HQ USAF/JAI will:**

2.11.8.1. Provide the repository for all MOAs, PAs, and LAs involving the USAF.

**2.12. PEO, TEO, and DAC Responsibilities.**

2.12.1. Initiate, by discussion only, MOAs, PAs, and LAs through liaison with foreign governments.

2.12.2. Prepare IAC packages in accordance with paragraphs [2.5.](#), [2.6.](#), and [2.7.](#), as appropriate, and submit them to cognizant international program office.

2.12.3. Obtain approval for and ensure that releases of information and technology under IAC agreements comply with US National Disclosure Policy and with USAF and OSD security and foreign disclosure regulations and technology transfer policies.

2.12.4. Implement and manage all approved MOAs, PAs, and LAs.

**2.13. MAJCOM Responsibilities.**

2.13.1. Transmit signed MOAs, PAs, and LAs with the approved DDL to the applicable Foreign Disclosure Office within 10 days of receipt of signed agreement from SAF/IAD.

2.13.2. Command Foreign Disclosure Office will redelegate the approved DDL to appropriate field foreign disclosure offices.

2.13.3. Track the status of all proposed and in-effect IAC agreements within the MAJCOM.

**2.14. HQ AFMC/IA will:**

2.14.1. Form ICATs for bottoms-up agreements to prepare and staff proposed IA documentation packages.

2.14.2. Assist AFMC field units with preparation of IAC documentation packages.

## Chapter 3

### THE AIR FORCE INFORMATION EXCHANGE PROGRAM

**3.1. Introduction.** This chapter contains the procedures to be used by all USAF personnel in implementing and managing the Air Force Information Exchange Program. Under this program, the USAF and allied governments are authorized to exchange reports, technical documents, related information, and visits of technical personnel on defense-related scientific and technical information of mutual interest. Before such information exchanges can occur, a master exchange agreement containing the general provisions and at least one annex to that master agreement, containing provisions for a specific information exchange, must be negotiated and concluded between the US and the allied government(s). Information in the public domain, such as published reports and articles, may be provided or exchanged without such an agreement. As of March 2000, the US Air Force had 121 separate information exchange annexes in place with 18 different countries.

**3.2. Information Exchange Program Objectives.** All DoD Components should encourage R&D information exchange with allied and friendly countries in support of the following objectives:

- 3.2.1. Explore opportunities for and promote future technology cooperation and interoperability between the US and its allies and other friendly nations.
- 3.2.2. Establish/nurture relationships between the technical communities in the DoD and those of other countries (for future acquisition purposes and the promotion of broader defense relationships).
- 3.2.3. Keep abreast of developments outside the US in defense-related technologies (for acquisition purposes).
- 3.2.4. Learn what other nations are developing (for acquisition and broader defense planning purposes).
- 3.2.5. Impart to partner nations the US vision of the impact of technology on various defense equipment programs (for acquisition and broader defense planning purposes).

**3.3. Master Data Exchange Agreements (MDEAs) / Master Information Exchange Arrangements or Agreements (MIEAs).** The US participates in the Defense Data Exchange Program (DDEP) through bilateral and multilateral MDEAs / MIEAs with allied and friendly nations. Most older master exchange agreements use the term “data” while newer agreements use the term “information.” There is no practical difference between MDEAs and MIEAs. These master agreements outline the terms, conditions, security classification, and procedures for the reciprocal exchange of scientific and technical information. For the US, master agreements are negotiated and signed by DUSD(IP) or his delegate.

**3.4. Data/Information Exchange Annexes (DEAs/IEAs) (hereafter referred to as IEAs).** Authority to negotiate and conclude specific exchanges, known as annexes, is delegated by OSD to the Services. The provisions negotiated under a master agreement apply to all IEAs with that country under the master agreement. There is no limit to the number of IEAs that a master agreement with a specific country may have; however, reciprocal exchange of information of equivalent value to all partners must take place. **Attachment 3** represents a sample DEA/IEA format.

**3.4.1. IEA Management** . An Annex Authority for each country, is listed in the IEA. They provide executive level oversight and are authorized to approve amendments to and termination of the IEA in accordance with the master agreement. The IEA also lists:

**3.4.1.1. Authorities** who are Government officials authorized to act on behalf of the US. Authorities oversee and expedite information exchange activities.

**3.4.1.2. TPOs** who are representatives of government organizations who are specifically authorized to exchange R&D information under an Annex. A single TPO is appointed by each party for each IEA and is responsible for overall management of the IEA including the exchange of data and information.

**3.4.1.3. ATPOs** who provide assistance to the TPOs in a corresponding technical discipline to fulfill the objectives of an Annex. ATPOs may also be USAF participants in other Service/DOD Annexes; or USAF participants, with permission of the TPO, pursuing objectives that fit within the scope and classification of information authorized for exchange under an existing Annex.

**3.4.1.4. Research and Development Liaison Officers** who may assist Annex Authorities, TPOs, and Establishments in Annex-related efforts.

**3.4.1.5. Establishments** which are organizations that have an interest in the R&D information to be exchanged and facilitate visits.

**3.4.1.6. Project Officers/Project Implementation Authorities.** Personnel who facilitate distribution of correspondence as needed. (Terms used in some Master Data Exchange Agreements)

**3.5. Policy.** The USAF may enter into an IEA only when the technological exchange is equitable and meets US defense requirements. A proposed IEA may be initiated by the USAF, another DoD Component, or by the foreign nation.

3.5.1. IEAs are developed for the exchange of R&D information on a reciprocal, balanced basis such that the R&D information exchanged between the parties will be of approximately equivalent value, qualitatively and quantitatively (Note: excludes transfer of weapon, sensor or related system computer software, or weapon, sensor, or related system computer software documentation). An IEA may not be used for the exchange of production and manufacturing information, hardware, personnel, or for a cooperative project. Expenditure of funds is limited to administrative and travel costs to support the proper management of the IEA.

3.5.2. MIEAs are considered DoD resources and can be used by any DoD component. Industry or university participation is limited to companies or universities under contract to DoD or foreign counterparts. Foreign industry participation is authorized only for countries with which the DoD has an industrial security agreement. In all cases, industry participation must be in compliance with the terms and conditions of the MIEA, the IEA, DoD industrial security export regulations, and US National Disclosure Policy (NDP-1). Exchange of manufacturing data is not permitted under IEAs.

3.5.3. A quid-pro-quo (QPQ) Analysis demonstrating that equitable benefits will result from the reciprocal exchange of data or information is required for each proposed IEA ([Attachment 3](#), paragraph [A3.1.5.2.](#)). The QPQ must state concisely and specifically how the proposed IEA benefits the USAF, the partner country(ies), and how it is mutually beneficial to all parties. Equitability is generally measured in terms of quality and quantity of the information exchanged on an IEA by IEA basis,



although a net assessment of all IEAs under a particular MDEA/MIEA or with a particular partner nation is sometimes used because it is more appropriate. The QPQ is a US-only document.

3.5.4. A Delegation of Disclosure Authority Letter (DDL) that provides disclosure guidance to the TPO and other US participants is required for each IEA in which the USAF participates. This disclosure guidance will vary from partner to partner and from technology to technology. Classified information may be exchanged if authorized by the overarching MDEA/MIEA and the DDL and approved by the originating office. In the event that there is a conflict between the DDL and the MDEA/MIEA or IEA, the DDL takes precedence with regard to the scope and type of US information or data proposed for exchange. DDLs will not be automatically classified. They will be appropriately classified if the information contained therein is in fact classified by itself, based upon derivative classification guidance, or by the compilation principle. Marking a DDL as classified based upon compilation must be endorsed by an original classification authority. Unnecessary classification of DDLs is counterproductive to the purpose of the DDL. Regardless of its classification, a DDL is not authorized for release or disclosure to any foreign government, representative thereof, foreign national, or international organization. **Attachment 2** depicts a sample DDL format.

3.5.4.1. Cross Service use of IEAs. Participation with another Service in a new IEA will require a combined DDL jointly signed by all participating Services. Participation of another Service in an existing USAF IEA will require a new joint DDL signed by all participating Services. USAF participation in another Services' existing IEA will require a new USAF DDL or a new joint DDL, per other Services' policy, signed by all participating Services.

3.5.5. Participation in other Services' IEAs as an Associate TPO (ATPOs) requires a QPQ and DDL. The MAJCOM will assign a single organization as the ATPO for the USAF on a case-by-case basis. If a USAF organization wants to be listed as an Establishment, a request will be forwarded to the MAJCOM IAC focal point that, in turn, will determine appropriate documentation and inform SAF/IAQ of the action to be taken.

3.5.6. SAF/IA is the Annex Authority for USAF matters including IEA approval and signature. An appropriate counterpart official in the foreign MoD(s) will approve and sign on behalf of the foreign government(s).

3.5.7. The highest security classification level of data and information to be exchanged in a specific IEA must be consistent with the DDL for that IEA and will be stated in that IEA. The security classification level of an IEA cannot exceed the level specified in the MDEA/MIEA.

3.5.8. The highest-level security classification assigned by a participating country to an IEA itself, will be honored by all participants.

3.5.9. Releases of information must comply with US NDP-1, DoDD 5230.11, DoDD 2040.2, and DoDD 5230.25.

3.5.10. The local Foreign Disclosure Officer (FDO) must review and approve all technical information proposed for exchange under the IEA before it is forwarded by the TPO through proper channels to his foreign counterpart. Administrative and public domain information and correspondence may be sent directly.

3.5.11. Annual visits between the US and foreign TPOs are encouraged to maintain awareness of each other's technological advances and activities. All visits must comply with DoDD 5230.20.



**3.6. Establishing an IEA.** Proposals for an IEA can start at any level. Prior to submitting a new IEA for staffing, USAF organizations should check the Tri-Service DEA database to determine whether an existing USAF or DoD Component IEA will accommodate the proposed exchange of information. SAF/IAQ, in coordination with appropriate offices, will review all foreign proposals for US policy compliance and technical feasibility prior to forwarding to HQ AFMC/IA or appropriate MAJCOM for review and recommendations.

**3.6.1. Technical Assessment.** The US TPO must accomplish a technical assessment of proposed IEAs. If the assessment includes exploratory visits to the foreign research organizations, the in-country USAF Research and Development Liaison Office (RDLO), Office of Defense Cooperation (ODC), European Office of Aerospace Research and Development (EOARD), or the Asian Office of Aerospace Research and Development (AOARD) can establish appropriate points of contact. As a minimum, the following points should be considered during the technical assessment:

- 3.6.1.1. Tangible technical benefit to a US program;
- 3.6.1.2. Specific US application of the foreign technology;
- 3.6.1.3. Unique advantages of the foreign research programs, facilities, and/or personnel;
- 3.6.1.4. Impact on the US program without the foreign technology;
- 3.6.1.5. Sensitivity or military criticality of proposed US technology to be exchanged;
- 3.6.1.6. Potential application of US technology by a foreign country;
- 3.6.1.7. Technology availability from other foreign sources; and
- 3.6.1.8. Level of damage to US from disclosure of US technology to a non-participant in the IEA.

**3.6.2. Documentation.** The following documentation, prepared by the US TPO, is required for the staffing of a proposed IEA:

- 3.6.2.1. Proposed IEA. The US TPO will develop the proposed IEA with his foreign counterpart.
- 3.6.2.2. QPQ Analysis. The US TPO will develop the QPQ with inputs from all participants. The benefits of the proposed information exchange will be clearly identified.
- 3.6.2.3. DDL. The DDL will be prepared in coordination with the local MAJCOM foreign disclosure office.

**3.6.3. Statement of Objectives.** Information exchange objectives may be identified by the US and foreign TPOs if needed.

**3.7. IEA Approval Process.** The MAJCOM will review the proposed IEA package for completeness, accuracy in format, technical content, agency participation, and foreign disclosure issues. The MAJCOM will forward the complete package with an appropriate endorsement/transmittal letter to SAF/IAQ for HQ USAF staffing.

3.7.1. SAF/IAQ will review and coordinate the proposed IEA and supporting documentation with SAF/GCI and HQ USAF technical, foreign disclosure offices, country directors and other USAF and DoD component organizations, as appropriate. SAF/IA will approve the USAF coordinated draft IEA for release to the foreign country for review.

3.7.2. If questions arise or changes are proposed during the foreign country staffing process, SAF/IAQ will work the issue with the appropriate HQ USAF staff agency, AFMC staff agency, or TPO.

3.7.3. After the foreign country completes its staffing process and any agreed upon revisions are made, SAF/IAQ will sign two original IEAs, and forward them to the country concerned for countersignature. Upon receipt of the countersigned originals, SAF/IAQ will distribute copies of the IEA, certificate of authenticity, and certificate of language conformity, if required, ([Attachment 2](#)) within ten days to SAF/IAD, the appropriate DoD agencies, and other activities.

3.7.4. SAF/IAD will issue the approved DDL (US releasable only), with the associated DEA/IEA attached, to the appropriate MAJCOM FDO and MAJCOM IAC focal point.

3.7.5. The MAJCOM will forward copies of signed IEAs and approved DDLs to the appropriate field FDO.

3.7.6. The MAJCOM FDO will redelegate the approved DDL to appropriate field FDOs.

3.7.7. IEAs initiated by a foreign country will be processed in the US in an analogous manner. TPOs or prospective TPOs who receive a proposed IEA will immediately advise their MAJCOM focal point and SAF/IAQ and conduct a technical assessment (paragraph [3.6.1.](#)). If the technical assessment indicates that the IEA should be pursued, a QPQ and DDL will be developed and staffed.

**3.8. Revising an IEA.** A mutually agreed revision to an IEA is required when a change to an IEA's scope or any change to security classification level is proposed.

3.8.1. The USAF TPO will evaluate the proposed changes using criteria similar to establishing a new IEA.

3.8.2. The USAF TPO will forward the proposed revision, an updated QPQ Analysis and DDL package to the appropriate MAJCOM for staffing.

3.8.3. The procedures in paragraph [3.7.](#) will be followed for revising IEAs.

3.8.4. IEA revisions initiated by a foreign country will be processed in a manner analogous to paragraph [3.7.7.](#)

**3.9. Administrative Changes to Establishments and Authorities of an IEA.** Administrative changes to existing IEAs are processed when the Establishments and Authorities are updated.

3.9.1. USAF TPOs will forward proposed administrative changes to their MAJCOM for approval. After MAJCOM approval, USAF TPOs will inform their foreign counterparts of the changes in writing, with copies to SAF/IAQ and the MAJCOM focal point.

3.9.2. MAJCOM will notify SAF/IAQ of all approved administrative changes.

**3.10. Terminating an Annex.** Termination of an IEA may be initiated unilaterally by either country in writing or mutually based upon the results of the annual management review (paragraph [3.11.](#)). Such termination will be in accordance with the master agreement and appropriate IEA. Based upon the TPO's request, the MAJCOM will officially request SAF/IAQ to terminate the IEA.

**3.11. Management Responsibilities.**

3.11.1. SAF/IA, delegated by the Secretary of the Air Force as the USAF Annex Authority, will provide executive level oversight for all USAF IEAs.

**3.11.2. SAF/IAQ will:**

3.11.2.1. Implement, manage, and advocate the USAF Information Exchange Program by developing managerial procedures that permit effective review, analysis, and administration of USAF IEAs.

3.11.2.2. Provide written policy guidance, relevant updates, country-specific issues, and results of meetings impacting current and future technical information exchanges.

3.11.2.3. Coordinate, negotiate, and conclude USAF IEAs, and subsequent revisions subject to the terms and conditions of the master agreement.

3.11.2.4. Distribute copies of signed IEAs, revised IEAs, and Termination Agreements to SAF/IAD, appropriate DoD agencies, and other activities.

3.11.2.5. Inform USAF MAJCOMs and foreign counterparts in writing of changes in USAF IEA management processes, issues, and other relevant information, as appropriate.

3.11.2.6. Participate in country reviews of IEAs to evaluate program effectiveness and identify problem areas for USAF resolution.

3.11.2.7. Provide annual updates of DoD Component IEA listings to MAJCOMs.

3.11.2.8. Serve as lead Service OPR when directed by OSD to develop and staff MIEAs.

**3.11.3. SAF/IAD will:**

3.11.3.1. Issue the approved DDL (US releasable only), with the associated signed DEA/IEA, revised DEA/IEA or DEA/IEA Termination Agreement attached, to the appropriate MAJCOM foreign disclosure office and IAC focal point.

3.11.3.2. Delegate the approved DDLs to the MAJCOM FDO.

**3.11.4. MAJCOMs will:**

3.11.4.1. Develop managerial procedures that permit effective development, review, analysis, and administration of IEAs and subsequent revisions, modifications, and terminations.

3.11.4.2. Distribute copies of all signed IEAs to participating US TPOs, Establishments, and disclosure authorities. Redelegate approved DDLs to appropriate field foreign disclosure offices.

3.11.4.3. Ensure that the correct identification and associated administrative information for Establishments and Authorities participating in the Air Force Information Exchange Program are kept current and that the foreign counterparts are informed of any changes.

3.11.4.4. Conduct annual audits of IEAs to include information exchange activity, equitability, and value; and provide updates to SAF/IAQ and other DoD Components. Based upon the results of such audits, recommend revisions or terminations as appropriate.

3.11.4.5. Approve IEA administrative changes to update Establishments and/or Authorities.

3.11.4.6. Terminate Annexes based on recommendations from the US and foreign TPOs and in consultation with appropriate US and foreign officials.

**3.11.5. US Technical Project Officers (TPOs) will:**

- 3.11.5.1. Exercise day-to-day management of all assigned IEA efforts in accordance with the terms and conditions of the IEA and the disclosure guidelines of the USAF-approved DDL. Ensure that the information exchanged is essentially equivalent in volume, criticality, and relevance.
- 3.11.5.2. Establish and maintain annual information exchange objectives as appropriate.
- 3.11.5.3. Ensure that ATPOs and Establishments understand and are in compliance with the terms and conditions of the IEA and the associated DDL.
- 3.11.5.4. Forward all technical information through the local FDO for release approval prior to forwarding through channels to the foreign counterpart(s).
- 3.11.5.5. Maintain an active dialog and exchange of information with the foreign TPO(s).
- 3.11.5.6. Endeavor to meet with the foreign TPO(s) annually to maintain awareness of foreign technical capabilities, to maximize IEA benefits, and to explore opportunities for new or expanded cooperation activities. Generally, TPOs travel to each other's countries on alternate years, although more frequent visits are encouraged if benefits are justified.
- 3.11.5.7. Coordinate IEA meetings and trips with ATPOs and Establishments and inform other potential US organizations of relevant technical information being exchanged under the IEA.
- 3.11.5.8. As appropriate, support technical working groups, workshops, conferences, etc., in their area of expertise to identify future cooperative opportunities.
- 3.11.5.9. Inform MAJCOM IAC focal point whenever a new TPO is to be nominated as a replacement or when additional ATPOs or Establishments are added.
- 3.11.5.10. Prepare and submit annual status reports to MAJCOM IAC focal point.
- 3.11.5.11. Prepare supporting documentation packages for proposed IEAs, revisions, administrative changes, terminations, and potential follow-on cooperative projects.
- 3.11.5.12. Assess overall health of the assigned IEA activities on an annual basis and report through the MAJCOM focal point to SAF/IAQ.
- 3.11.5.13. Maintain a complete set of IEA files that include the latest version of the IEA, all appropriate correspondence, current annual objectives (if appropriate), and a record of visits and information exchanged with the other country.
- 3.11.5.14. Maintain a complete set of IEA files of information noted in [3.11.5.13](#) for all assigned ATPOs.
- 3.11.5.15. Obtain International Armaments Cooperation training as defined by the MAJCOM within 90 days of being assigned as a TPO.

## Chapter 4

### THE FOREIGN COMPARATIVE TESTING (FCT) PROGRAM

**4.1. Authority.** The procedures in this chapter apply to USAF FCT projects, conducted under Title 10 U.S. Code (USC) Section 2350a(g).

**4.2. Background.** The FCT Program tests and evaluates foreign Non-Developmental Items (NDI) as directed by DoD Federal Acquisition Regulations Supplement (DFARS) Part 207 and 211, DoD 5000.2 provisions covering acquisition and distribution of commercial products, and Title 10 of the USC. By testing NDI, the FCT program determines whether equipment developed by US allies and other friendly nations can satisfy US Armed Forces requirements or correct mission area shortcomings. Additional goals of the program are to reduce duplication in R&D, enhance standardization and interoperability, improve cooperative support, and promote competition and international technology exchange. The FCT Program implements the standardization objectives outlined in Title 10 USC 2457. OSD's Foreign Comparative Testing Management System (FCTMS) will streamline the process for FCT submission, approval, and reporting between OSD and its Component counterparts. By automating the process and procedures, the FCTMS will ease the burden for project managers throughout the life of each project. Reviewers will be able to quickly access project proposals. Once approved, project schedule and financial information will be entered and tracked through the FCTMS. Project managers will be able to access and verify information for submittal in periodic reports to OSD. More information and guidance can be found at the USAF and OSD web sites shown below.

AF Official - <http://rock.afsac.wpafb.af.mil/www/mil/fct.html>

OSD Public - <http://www.acq.osd.mil/sts/fct/>

**4.3. Requirements.** As one of the tools in the Acquisition PM's toolbox, the FCT program should be considered for the Testing and Evaluation (T&E) of foreign equipment in production or in the final stages of development where favorable test results could lead to a procurement of the equipment to satisfy a valid USAF requirement. T&E of foreign equipment for possible applicability to USAF development efforts is also possible under the FCT Program. However, OSD affords a lower priority to technical assessments, which have no initial intent to procure after test.

#### 4.3.1. Policy.

4.3.1.1. SAF/IAQ will normally request OSD funds for no more than a two-year effort. When fully justified, OSD may provide funding for complex or high-cost systems for a longer period.

4.3.1.2. USAF personnel must attempt to obtain FCT test articles by means other than purchase (i.e., loan or lease). If this proves unsuccessful, USAF contracting officers may purchase test articles and associated test support services from foreign sources using the authority of the FAR.

4.3.1.3. Contracting guidance for the FCT program, commonly called the "Kaminski Approach," was published by Dr. Kaminski in his capacity as Under Secretary of Defense for Acquisition and Technology. It states:

4.3.1.3.1. The intention to initiate an FCT project should be publicized in the Commerce Business Daily (CBD) with the intent of full and open competition.

4.3.1.3.2. Sources responding to the CBD announcement that have been determined capable of meeting test objectives should be provided a solicitation that calls for proposals, to include the prices for the test articles and priced options for production quantities.

4.3.1.3.3. Procuring activities could then, without further competition, contract for production quantities if the item tests successfully and is determined to be the best value.

4.3.1.4. USAF personnel will not use the FCT Program for exploitation, intelligence-gathering purposes or to test US systems.

4.3.1.5. When the USAF conducts a FCT Program jointly with a foreign government, appropriate IAs with the foreign governments must be used (see [Chapter 2](#)).

**4.4. FCT Project Nomination Criteria.** FCT projects should be designed to evaluate whether test items satisfy validated USAF requirements and provide best value; and the acquisition strategy should support procurement decisions to this effect.

**4.4.1. Criteria.** A proposal for an FCT project must clearly describe the candidate item or technology for test and the purpose of the evaluation. The selection or rejection of a candidate item or technology as an FCT project will depend on the extent to which it satisfies the following criteria:

4.4.1.1. Provides a solution to a valid USAF requirement for which there is no existing US system; or as an alternative to a US system under development when the foreign item appears to offer significant cost, schedule, or performance advantages; or, when the foreign item has the potential to correct an operational deficiency, shortcoming or presents an alternative for military equipment, munitions, or a related technology or manufacturing process. Proposals must cite the validated Operational Requirements Document or Mission Need Statement.

4.4.1.2. Provides a written summary, including the results, of a thorough market investigation to determine the availability of similar equipment and identifies potential US and allied country vendors. (See 207.105 of the DFARS, reference (c), regarding "market research.") Solicitation to industry in the form of a "sources sought/RFI" inquiry through the CBD is required.

4.4.1.3. Identifies no offshore procurement restrictions.

4.4.1.4. Shows serious intent to procure by identifying procurement and support funds in the Future Year Defense Plan (FYDP) to procure equipment that meets requirements and demonstrates best value to the Air Force.

4.4.1.5. Identifies, where applicable, any potential for establishing a US source to produce, under license, foreign-designed equipment or technologies.

4.4.1.6. Demonstrates USAF willingness to share test costs, and addresses the willingness of the foreign government and/or industry to absorb all or part of the costs associated with providing test articles.

4.4.1.7. Addresses allied interoperability and support considerations (e.g., is the item or system in, or about to enter, service with one or more allies or friendly countries?). When applicable, indicates the level of support the candidate has from potential users, e.g., an endorsement from one or more Unified Commanders in Chief, a signed IA or similar documentation.

4.4.1.8. Indicates the level of interest from other DoD Components in this effort. (Do other DoD Components have similar requirements? If so, do they support this project?)

4.4.1.9. Identifies required security and disclosure plans associated with the test of the proposed equipment (e.g., security classifications, access requirements, and transfer of test articles, data, designs, and reports.)

**4.4.2. Foreign T&E Data.** Pertinent T&E data obtained from foreign governments and manufacturers may be useful in reducing duplication of T&E effort and costs. Existing MOA and Data/Information Exchange Annexes (DEAs/IEAs), when appropriate, will be used to facilitate exchange of data. For countries where no such appropriate agreements exist, T&E data may be obtained using a contract or a separately negotiated agreement. Classified or sensitive US test data will be provided to the foreign governments or manufacturers only in strict accordance with US controls.

**4.5. OSD Review and Selection of FCT Proposals.** Upon receiving the Services' submissions, OSD will review and staff the FCT proposals.

4.5.1. On the basis of initial OSD reviews, SAF/IAQ and the USAF proponents may be required to answer questions or brief the proposals to the OSD FCT Review Committee (RC).

4.5.2. Following the final OSD review and USAF briefings, the RC will approve or reject proposals for FCT Program funding.

4.5.3. The Director, Operational Test and Evaluation (DOT&E) may review approved projects and identify those for which the DOT&E will provide operational T&E oversight. Project proponents will provide SAF/IAQ with operational test plans for those projects requiring DOT&E coordination.

4.5.4. SAF/IAQ will notify project proponents of approved projects after receiving formal notification from the OSD office managing the FCT program. This notification will include any specific OSD guidance, recommendations, and restrictions regarding projects.

**4.6. The FCT Proposal Format.** The project proponent will include all information that may bear on proposal approval. The FCT Proposal will be as concise as possible and conform to the format in [Attachment 4](#). Any necessary background information (e.g., user sponsorship letters, brochures, photos, and previous test results) should be included as electronic attachments to the proposal.

**4.7. The Summary FCT Proposal Format.** This document is a one-page summary of an FCT project requiring funding for the next fiscal year. The summary proposal is used to aid OSD in preparation of the President's budget and the format is in the USAF and OSD FCT web sites.

**4.8. The FCT Proposal Timeline.** The following timeline is used to generate, review, and approve all FCT projects:

4.8.1. October: SAF/IAQ call letter out to PMs, PEOs, DACs, and MAJCOMs for FCT Proposals.

4.8.2. December: Summary FCT Proposals due to SAF/IAQ for review and delivery to OSD.

4.8.3. January: OSD prepares Presidential Budget for FCT Program.

4.8.4. December-February: Project Managers work with SAF/IAQ, Program Element Monitor (PEM), MAJCOMs, foreign industry, and others to generate a Draft FCT Proposal and build or update an integrated product team.

4.8.5. February: Draft FCT Proposals due to SAF/IAQ for review and delivery to OSD in March. OSD begins preliminary review and works with Project Managers to refine the proposal.

4.8.6. April: SAF/IAQ staffs Draft FCT Proposals through Air Staff, Secretariat, and Warfighter Commands. Comments provided to the Project Managers to refine the proposal.

4.8.7. April: Final FCT Proposals due to SAF/IAQ for review and delivery to OSD. OSD begins final review and preparation for proposal presentation to the OSD RC.

4.8.8. June-early July: Brief and coordinate USAF Projects at OSD RC and other offices as required. Project Managers may be required to brief/support their projects.

4.8.9. July: OSD selects most worthy projects and notifies Congress.

4.8.10. October: USAF notified of Congressionally-approved projects, funds are distributed, and projects initiated. OSD conducts an annual FCT Kickoff meeting for all approved projects. Project Managers and their designated team members are required to attend.

#### **4.9. Responsibilities .**

##### **4.9.1. SAF/IAQ will :**

4.9.1.1. Be overall administrator of the USAF FCT Program.

4.9.1.2. Review and prioritize FCT Proposals submitted by the MAJCOMs, PEOs, and DACs.

4.9.1.3. Submit FCT Proposals to OSD on the due dates generally described in paragraph [4.8](#).

4.9.1.4. Provide Quarterly Progress Reports (QPRs) on approved projects to the OSD FCT Program Manager and appropriate offices no later than 30 days after the end of the subject quarter.

4.9.1.5. Submit T&E plans as required by the OSD FCT PM prior to the start of testing.

4.9.1.6. Submit final test and disposition reports to the OSD FCT PM, appropriate SAF/AQ offices, and, as required, to the DOT&E.

4.9.1.7. Prepare and submit a USAF input for the annual OSD FCT Report to Congress.

##### **4.9.2. MAJCOMs, PEOs, and DACs will:**

4.9.2.1. Seek opportunities during the US acquisition process to identify, evaluate, and procure for T&E purposes, alternative foreign weapons systems, equipment, or technologies to determine whether they can satisfy USAF requirements and offer significant advantages in cost, schedule, or performance.

4.9.2.2. Conduct FCT projects in accordance with the approved proposals, e.g., contracting for test articles, executing fiscal requirements, analyzing data, etc.

4.9.2.3. Identify a single project manager assigned to Air Force Materiel Command to execute approved FCT projects. Contact SAF/IAQ for exceptions.

4.9.2.4. Ensure that the formal evaluation of any system undergoing FCT includes assessments of total lifecycle cost, impacts on force structure, special training requirements, and considerations for foreign disclosure of test data and test articles.

4.9.2.5. Plan and budget for supplemental USAF funding for test project execution to demonstrate Service commitment.

4.9.2.6. Distribute FCT funds to approved projects in accordance with OSD and SAF/IAQ direction.



- 4.9.2.7. Submit a Summary FCT Proposal to SAF/IAQ for every proposed new and continuing FCT project. Proposal format can be found at USAF and OSD FCT web sites.
- 4.9.2.8. Submit a FCT Proposal to SAF/IAQ for every fiscal year that FCT funding is requested. Proposal format can be found at [Attachment 4](#) or on the FCT web site.
- 4.9.2.9. Support the SAF/IAQ proposal prioritization to include technical briefings presented by project proponents.
- 4.9.2.10. If the Kaminski Approach cannot be used, identify and execute appropriate planning, programming, and budgeting actions to enable procurements as soon as possible after a positive procurement decision has been made based upon FCT project T&E results.
- 4.9.2.11. Review QPRs to ensure consistency of financial data.
- 4.9.2.12. Prepare and submit to SAF/IAQ, QPRs on approved projects no later than 20 working days after the end of each quarter. QPRs will not exceed two pages and should be formatted consistent with the format provided in USAF and OSD FCT web sites. Report on financial execution of FCT projects as requested.
- 4.9.2.13. Prepare final T&E and disposition reports on systems, equipment, and technologies evaluated under the FCT Program. The final disposition report will include an executive summary of the testing conducted, the results of the tests, and the status of related procurement decisions or subsequent modifications to US requirements. One copy of each report will be submitted to SAF/IAQ and HQ USAF/TE.

## Chapter 5

### THE DEFENSE PERSONNEL EXCHANGE PROGRAM AND THE COOPERATIVE PROGRAM PERSONNEL PROGRAM

**5.1. Purpose.** This chapter sets forth the requirements and procedures for USAF participation in the Defense Personnel Exchange Program (DPEP) and the Cooperative Program Personnel (CPP) Program. It provides information about assigning USAF personnel to facilities in allied and friendly countries and foreign personnel to USAF facilities.

#### **5.2. The Defense Personnel Exchange Program.**

**5.2.1. Background.** Public Law 104-201 authorizes the Secretary of Defense to enter into international defense personnel exchange agreements. Such agreements are governed by DoDD 5530.3 which describes requirements for IAs; DoDD 5230.11 which implements national and DoD policies governing release of classified information to foreign governments and delegates disclosure authority to certain DoD officials; and DoDD 5230.20 which provides DoD's policy for implementation of visits and assignments of foreign representatives to the U.S.

In October 1994, the Under Secretary of Defense (Policy) (USD(P)), at the request of the Department of State, initiated a working group to standardize the DPEP Agreements. The working group's charter was to ensure consistent treatment of such issues as status of forces, financial matters and other issues within all DPEP Agreements. As a result, the working group developed four types of standardized DPEP Agreements: 1) Engineers and Scientists; 2) Administrative and Professional Personnel; 3) Military Personnel; and 4) Defense Intelligence Personnel. This chapter will consider two of these: the Engineer and Scientist Exchange Program (ESEP) and the Administrative and Professional Personnel Exchange Program (APEP).

Exchanges under DPEP Agreements are conducted on a reciprocal basis so that the overall benefit to each country is essentially equal. Participation in DPEP will be on a highly selective basis from among career military and civilian personnel of the US DoD and the Ministry of Defense of the foreign country.

**5.2.2. The Engineer and Scientist Exchange Program.** ESEP is a professional development program that promotes international cooperation in RDT&E through the exchange of defense engineers and scientists employed by the government. ESEP exchanges are conducted under the authority of bilateral International Agreements concluded by the US and a foreign country pursuant to DoDD 5530.3. Each such agreement addresses selection and assignment of candidates, costs, security, technical and administrative matters, inventions and technical information, and the agreement's duration and termination. Provisions set forth in a signed ESEP agreement take precedence over this document should discrepancies be found between them. At OSD direction, the USAF or another DoD component is assigned responsibility for negotiating an ESEP agreement and for managing and administering the ESEP with a given country and is deemed the ESEP Executive Agent for that country.

**5.2.2.1. Objective.** ESEP improves the mutual understanding of the US and the other participating country of each other's technical capabilities and the process by which their defense program is managed. It provides for full-time, on-site working assignments of US military and civilian Engineer and Scientist (E&S) personnel as an integral part of the allied and friendly government's establishments and the reciprocal assignment of foreign E&S personnel to US defense establish-

ments in which they both contribute to and learn from host country E&S personnel as they work together. The USAF will participate in ESEP to:

- 5.2.2.1.1. Broaden participant perspectives in R&D techniques and methods.
- 5.2.2.1.2. Form a cadre of highly qualified professionals to enhance USAF R&D programs.
- 5.2.2.1.3. Cultivate future international cooperative endeavors.
- 5.2.2.1.4. Gain insight into foreign R&D expertise, methods, organizational structures, procedures, and management systems.

**5.2.2.2. Limitations.** ESEP will not include technical training, academic assignments, or be used for exchanging technical data or software related to the design, development, manufacture, or operation of military systems between the Parties.

5.2.2.2.1. Foreign personnel will not be assigned or exchanged under ESEP for purposes of codevelopment or for the potential sale or production of US-developed weapons systems.

5.2.2.2.2. Exchange personnel may not act in the dual capacity as an ESEP participant and as an official representative of their Government (e.g., as in a liaison capacity) while participating in the ESEP, nor will they represent their DoD/MoD to any foreign government or international organization.

5.2.2.2.3. Foreign ESEP personnel will not be permitted access to USAF information systems without specific authorization granted by USAF/CVA or his designee in accordance with AFI 33-202. MAJCOM commanders have been delegated responsibility for authorizing foreign nationals access to information systems within their respective commands.

**5.2.2.3. Security.** Disclosure guidance for each foreign participant will be based on the SAF/IAD-approved Extended Visit Authorization (EVA), the information access level authorized for the participant, and the need-to-know for the job assignment. A Delegation of Disclosure Authority Letter (DDL) must be established for each ESEP position, except Public Domain positions. All documentary releases, except for oral and visual releases covered by the supporting DDL that support the Position Description (PD), must be requested through his or her embassy.

5.2.2.3.1. US ESEP personnel in foreign countries may have access to releasable Classified Information and Controlled Unclassified Information (CUI) on a need-to-know basis only. No documents may be accepted by a US participant, and none may be mailed to the US, US Embassy, or any of its establishments without prior written approval from the host organization's disclosure authority. US ESEP personnel must follow the same procedures as specified in paragraph 5.2.2.3. for requesting information.

5.2.2.3.2. USAF personnel on assignment under ESEP are covered by applicable Status of Forces Agreement (SOFA).

**5.2.2.4. Funding.** The Parent Party (the DoD/MoD to which the exchange personnel belong) will bear the costs of carrying out its participation in the ESEP, including the permanent change of station (PCS) costs of its ESEP participant. The host organization will bear the expenses for official temporary duty (TDY) of ESEP personnel. Any other travel of ESEP personnel for administrative purposes will be paid for by the Parent Party.

**5.2.2.5. Leave.** USAF personnel in foreign laboratories and foreign personnel in USAF laboratories under ESEP may observe the holiday schedule of either the Parent Party or Host Party as mutually agreed. Annual leave will be granted according to the entitlements of the Parent Organization, the component of the DoD/MoD to which the exchange personnel belong, subject to the approval of the appropriate authorities of the host organization.

**5.2.2.6. Position Status.** A PD describing the work to be performed by an ESEP participant must be established for each ESEP position. Participants in ESEP will remain in the employ of their governments during their assignments. The assignment of foreign participants to USAF organizations must have no impact on USAF personnel billets or funding. USAF ESEP managers will ensure that USAF personnel receive foreign assignments that require involvement and study in a specific area or application that is of mutual interest to both countries and maximizes, as much as possible, benefits to the USAF.

**5.2.2.7. Length of Assignment.** Participating USAF and foreign personnel normally will be assigned for a defined period between 12 to 24 months, usually on a PCS basis. Extensions or shorter assignments will be considered by SAF/IAQ on a case-by-case basis.

**5.2.2.8. ESEP Nomination Packages.**

5.2.2.8.1. All ESEP nomination packages for US participants must contain the following documents:

5.2.2.8.1.1. Nomination letter and application package signed by a directorate two-letter.

5.2.2.8.1.2. Resume: The resume will be provided by AFOSR with the initial package sent to the proposed host organization. Give careful consideration to the individual's qualifications and the qualifications necessary for the position.

5.2.2.8.1.3. PD: A PD provided by the prospective Host Party.

5.2.2.8.2. All US-hosted ESEP positions must be supported by the following documents:

5.2.2.8.2.1. PD: The PD must contain sufficient information to accurately identify the nature and type of work to be accomplished. The PD is a document presented to the foreign government for their selection of ESEP positions.

5.2.2.8.2.2. Delegation of Disclosure Authority Letter (DDL): A DDL is required for all ESEP positions at the UNCLASSIFIED and higher classification levels. The DDL is the controlling document for providing information used in the ESEP position. AFI 16-201 provides guidance for the preparation of a DDL. Assistance will be provided by the local foreign disclosure officer.

5.2.2.8.2.3. Extended Visit Authorization (EVA): This document supports the role of the ESEP participant's supervisor and is provided to them. It is their reminder of the position limitations, level of security classification approved, travel limitations, document(s) controls, organization(s) certified for approved visits, detailed description of ESEP participant's authorized work location(s), and areas requiring escort. The EVA is not shared with the ESEP participant.

5.2.2.8.2.4. Security Plan: The security plan may be redundant in some areas but it provides for the involvement of the local organizational security manager. This document will address both Operations Security (OPSEC) and Communications Security (COM-

SEC) in relation to the impact an ESEP participant presents to an organization. The security plan is signed by the security manager and the local foreign disclosure officer and will be coordinated with the local base security forces and AFOSI offices.

5.2.2.8.2.5. The request from the prospective Parent Party must include a resume of the prospective ESEP participant containing a certification of proficiency in English.

**5.2.2.9. Administering Foreign Personnel Assignments.** Treatment of and privileges accorded to foreign engineers and scientists will comply with applicable US laws and DoD regulations. Regulations governing the treatment of foreign visits will be consulted for specific information on how the host organization may grant access to, and use of, facilities and services (See DoDD 5230.20). In general, the foreign civilian E&S personnel will enjoy privileges similar to those enjoyed by USAF civilian employees of equivalent grade. Privileges not available to US citizens as USAF civilian employees will not be granted to foreign civilian E&S personnel. The immediate USAF supervisor of each foreign participant will be responsible for preparing an evaluation after completion of the assignment, or annually, as appropriate.

**5.2.2.10. Responsibilities.**

**5.2.2.10.1. SAF/IAQ will:**

5.2.2.10.1.1. Develop and maintain USAF ESEP policy and procedures, and provide necessary guidance for implementing the program.

5.2.2.10.1.2. If designated Executive Agent by DoD for a specific country, develop, negotiate and conclude ESEP agreements, including extensions, and amendments thereto. Conduct these tasks in coordination with OSD, HQ USAF offices, HQ AFMC, and other DoD components.

5.2.2.10.1.3. If not Executive Agent for a specific country, act as the USAF focal point to the Executive Agent and provide USAF perspectives and policy recommendations.

**5.2.2.10.2. AFOSR/NI has been designated by SAF/IAQ as the USAF ESEP PM and will:**

5.2.2.10.2.1. Administer the selection and placement of USAF ESEP participants in foreign countries.

5.2.2.10.2.2. In coordination with SAF/IAQ, determine and recommend, the scope and level of US participation (i.e., the maximum number of US participants) for each established ESEP agreement.

5.2.2.10.2.3. In coordination with SAF/IAQ, identify, recommend, and support annual funding sufficient to implement USAF participation.

5.2.2.10.2.4. Ensure that all releases of information to foreign government participants are consistent with USAF security and foreign disclosure policies.

5.2.2.10.2.5. Use USAF Science and Technology (S&T) requirements as a criterion for selecting USAF personnel for ESEP assignments. Consider USAF S&T requirements while placing foreign personnel in USAF positions.

5.2.2.10.2.6. Perform all necessary administrative matters related to the placement of USAF ESEP participants in language training, their foreign assignments, and follow-on assignments.

5.2.2.10.2.7. Ensure appropriate administrative support is available in the host country for US participants.

5.2.2.10.2.8. Serve as liaison with the foreign offices providing administrative support to USAF ESEP participants while stationed overseas.

5.2.2.10.2.9. Administer the selection and placement of foreign participants in ESEP to US facilities.

**5.2.3. The Administrative and Professional Personnel Exchange Program.** APEP is a professional development program that promotes international cooperation through the exchange of military or civilian employees of the Defense Department or Ministry of Defense who perform professional, administrative, logistics, health, financial, planning or other support functions. Positions to which APEP personnel are assigned may include instructor positions. APEP exchanges are conducted under the authority of bilateral International Agreements concluded by the US and a foreign country pursuant to DoDD 5530.3. Each such agreement addresses selection and assignment of candidates, costs, security, technical and administrative matters, and information, and the agreement's duration and termination. Provisions set forth in a signed APEP agreement take precedence over this document should discrepancies be found between them. At OSD direction, the USAF or another DoD component is assigned responsibility for negotiating an APEP agreement and for managing and administering the APEP with a given country and is deemed the APEP Executive Agent for that country.

**5.2.3.1. Objective.** APEP improves the mutual understanding of the US and the other participating country of each other's technical capabilities and the process by which their defense program is managed. It provides for full-time, on-site working assignments of US military and civilian Administrative and Professional (A&P) personnel as an integral part of the allied and friendly government's establishments and the reciprocal assignment of foreign A&P personnel to US defense establishments in which they both contribute to and learn from host country A&P personnel as they work together. The USAF will participate in APEP to:

5.2.3.1.1. Broaden participant perspectives in A&P techniques and methods.

5.2.3.1.2. Form a cadre of highly qualified professionals to enhance USAF A&P programs.

5.2.3.1.3. Cultivate future international cooperative endeavors.

5.2.3.1.4. Gain insight into foreign expertise, methods, organizational structures, procedures, and management systems.

**5.2.3.2. Limitations.** APEP will not include training or be used for exchanging information between the Governments.

5.2.3.2.1. Foreign personnel will not be assigned or exchanged under APEP for purposes of codevelopment or for the potential sale or production of US-developed weapons systems.

5.2.3.2.2. Exchange personnel may not act in the dual capacity as an APEP participant and as an official representative of his Government (e.g., as in a liaison capacity) while participating in the APEP, nor will they represent their DoD/MoD to any foreign government or international organization.

5.2.3.2.3. Foreign APEP personnel will not be permitted access to USAF information systems without specific authorization granted by USAF/CVA or his designee in accordance with AFI

33-202. MAJCOM commanders have been delegated responsible for authorizing foreign national access to information systems within their respective commands.

**5.2.3.3. Security.** Disclosure guidance for each foreign participant will be based on the SAF/IAD-approved Extended Visit Authorization (EVA), the information access level authorized for the participant, and the need to know for the job assignment. A Delegation of Disclosure Authority Letter (DDL) must be established for each APEP position, except Public Domain positions. All documentary releases, except for oral and visual releases covered by the supporting DDL that support the PD, must be requested through his or her embassy.

5.2.3.3.1. US APEP personnel in foreign countries may have access to releasable Classified Information and Controlled Unclassified Information (CUI) on a need-to-know basis only. No documents may be given to the US participant, and none may be mailed to the US, US Embassy, or any of its establishments without prior written approval from the host organization's disclosure authority. US APEP personnel must follow the same procedures as specified in paragraph 5.2.3.3. for requesting information.

5.2.3.3.2. USAF personnel on assignment under APEP are covered by applicable Status of Forces Agreement (SOFA).

**5.2.3.4. Funding.** The Parent Party (the DoD/MoD to which the exchange personnel belong), will bear the costs of carrying out its participation in the APEP, including the permanent change of station (PCS) costs of its APEP participant. The host organization will bear the expenses for official temporary duty (TDY) of APEP personnel. Any other travel of APEP personnel for administrative purposes will be paid for by the Parent Party.

**5.2.3.5. Leave.** USAF personnel in foreign organizations and foreign personnel in USAF organizations under APEP may observe the holiday schedule of either the Parent Party or Host Party as mutually agreed. Annual leave will be granted according to the entitlements of the Parent Organization, the component of the DoD/MoD to which the exchange personnel belong, subject to the approval of the appropriate authorities of the host organization.

**5.2.3.6. Position Status.** Participants in APEP will remain in the employ of their governments during their assignments. The assignment of foreign participants to USAF organizations must have no impact on USAF personnel billets or funding. USAF APEP managers will ensure that USAF personnel receive foreign assignments that require involvement and study in a specific area or application that is of mutual interest to both countries and maximizes, as much as possible, benefits to the USAF.

**5.2.3.7. Length of Assignment.** Participating USAF and foreign personnel normally will be assigned for a defined period between 12 to 24 months, usually on a PCS basis. Extensions or shorter assignments will be considered by SAF/IAQ on a case-by-case basis.

**5.2.3.8. APEP Nomination Packages.**

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5.2.3.8.1.3. PD: A PD provided by the prospective Host Party.

5.2.3.8.2. All US-hosted APEP positions must be supported by the following documents:

5.2.3.8.2.1. PD: The PD must contain sufficient information to accurately identify the nature and type of work to be accomplished. The PD is a document presented to the foreign government for their selection of APEP positions.

5.2.3.8.2.2. Delegation of Disclosure Authority Letter (DDL): A DDL is required for all APEP positions at the UNCLASSIFIED and higher classification levels. The DDL is the controlling document for providing information used in the APEP position. AFI 16-201 provides guidance for the preparation of a DDL. Assistance will be provided by the local foreign disclosure officer.

5.2.3.8.2.3. Extended Visit Authorization (EVA): This document supports the role of the APEP participant's supervisor and is provided to them. It is their reminder of the position limitations, level of security classification approved, travel limitations, document(s) controls, organization(s) certified for approved visits, detailed description of APEP participant's authorized work location(s), and areas requiring escort. The EVA is not shared with the APEP participant.

5.2.3.8.2.4. Security Plan: The security plan may be redundant in some areas but it provides for the involvement of the local organizational security manager. This document will address both OPSEC and COMSEC in relation to the impact an APEP participant presents to an organization. The security plan is signed by the security manager and the local foreign disclosure officer and will be coordinated with the local base security forces and AFOSI offices.

5.2.3.8.2.5. The request from the prospective Parent Party must include a resume of the prospective APEP participant containing a certification of proficiency in English.

**5.2.3.9. Administering Foreign Personnel Assignments.** Treatment of and privileges accorded to foreign administrative and professional personnel will comply with applicable US laws and DoD regulations. Regulations governing the treatment of foreign visits will be consulted for specific information on how the host organization may grant access to, and use of, facilities and services. See DoDD 5230.20. In general, the foreign civilian APEP personnel will enjoy privileges similar to those enjoyed by USAF civilian employees of equivalent grade. Privileges not available to US citizens as USAF civilian employees will not be granted to foreign civilian APEP personnel. The immediate USAF supervisor of each foreign participant will be responsible for preparing an evaluation after completion of the assignment, or annually, as appropriate.

#### **5.2.3.10. Responsibilities.**

##### **5.2.3.10.1. SAF/IAQ will:**

5.2.3.10.1.1. Develop and maintain USAF APEP policy and procedures, and provide necessary guidance for implementing the program.



5.2.3.10.1.2. If designated Executive Agent by DoD for a specific country, develop, negotiate and conclude APEP agreements, including extensions, and amendments thereto. Conduct these tasks in coordination with OSD, HQ USAF offices, HQ AFMC, and other DoD components.

5.2.3.10.1.3. If not Executive Agent for a specific country, act as the USAF focal point to the Executive Agent and provide USAF perspectives and policy recommendations.

5.2.3.10.2. AFOSR/NI has been designated by SAF/IAQ as the USAF APEP PM and will:

5.2.3.10.2.1. Administer the selection and placement of USAF APEP participants in foreign countries.

5.2.3.10.2.2. In coordination with SAF/IAQ, determine and recommend the scope and level of US participation (i.e., the maximum number of US participants) for each established APEP agreement.

5.2.3.10.2.3. In coordination with SAF/IAQ, identify, recommend, and support annual funding sufficient to implement USAF participation.

5.2.3.10.2.4. Ensure that all releases of information to foreign government participants are consistent with USAF security and foreign disclosure policies.

5.2.3.10.2.5. Use USAF requirements as a criterion for selecting USAF personnel for APEP assignment. Consider USAF requirements while placing foreign personnel in USAF positions.

5.2.3.10.2.6. Perform all necessary administrative matters related to the placement of USAF APEP participants in language training, their foreign assignments, and follow-on assignments.

5.2.3.10.2.7. Ensure appropriate administrative support is available in the host country for US participants.

5.2.3.10.2.8. Serve as liaison with the foreign offices providing administrative support to USAF APEP participants while stationed overseas.

5.2.3.10.2.9. Administer the selection and placement of foreign participants in APEP to US facilities.

### 5.3. The Cooperative Program Personnel (CPP) Program

**5.3.1. Background.** Prior to August 1998, all extended foreign visitors, excluding ESEP personnel, were defined by the US as foreign liaison officers (FLOs). The Air Force defined a FLO as a foreign individual certified by his or her parent government embassy that he or she is an officially-sponsored representative of the government who is not authorized to act for or in any way represent US government interests. This definition did not clearly categorize extended foreign visitors involved in cooperative research and development activities. To resolve this issue, the DoD working group that revised DoD Directive 5230.20 *Visits, Assignments and Exchanges of Foreign Nationals*, defined another category of extended visitor specifically involved in cooperative research and development programs, CPP. CPP are military or civilian employees of a Participant (Parent Participant) in an IA assigned to a component of another Participant (Host Participant) who report to and take direction from the appointed PM. CPP perform professional, administrative, contracting, logistics, financial,

planning or other support functions in furtherance of the Cooperative Program in accordance with the terms of the IA. This section establishes the provisions by which a Parent Participant may assign CPP to a bilateral or multilateral Joint Program Office of the Host Participant. Conditions identifying administrative support, liability, obligations and responsibilities of the Participants must be included in the IA for the cooperative program and be accepted by all Participants. CPP may serve for any length of time up to the completion or termination of the IA.

5.3.1.1. A PD describing the work to be performed by a CPP participant must be established for each CPP position assigned to a USAF component. CPP will perform duties commensurate with the scope of the specific cooperative program IA as determined by the PM. CPP may not act in the dual capacity as CPP and as official representatives of their Government (e.g., as in a liaison capacity) while participating in the CPP Program, nor will they represent their DoD/MoD to any foreign government or international organization.

### **5.3.2. Financial Arrangements.**

5.3.2.1. The Parent Participant's responsibility will include all costs and expenses of the CPP, including, but not limited to:

5.3.2.1.1. All pay and allowances.

5.3.2.1.2. Travel to and from the country of the Host Participant, except for travel pursuant to paragraph [5.3.2.2.](#)

5.3.2.1.3. All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Participant.

5.3.2.1.4. Compensation for loss of, or damage to, the personal property of other CPP, or the personal property of other CPP dependents.

5.3.2.1.5. The movement of dependents and the household effects.

5.3.2.1.6. Preparation and shipment of remains and funeral expenses in the event of the death of CPP or their dependents.

5.3.2.1.7. All expenses in connection with the return of CPP whose assignments have been terminated, along with their dependents.

5.3.2.2. The Host Participant will be responsible for the following:

5.3.2.2.1. Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Participant.

5.3.2.2.2. Costs incurred as a result of a change in location in work ordered by the Host Participant during the period of exchange.

5.3.2.3. The Host Participant will not charge for the use of facilities and equipment necessary for the performance of tasks assigned to CPP.

5.3.2.4. The Host Participant will not provide any supplies or services related to those costs that, pursuant to paragraph [5.3.2.1.](#) are the responsibility of the Parent Participant. Accordingly, the Parent Participant will make arrangements to defray such costs directly through its personnel, rather than through reimbursement to the Host Participant.

### **5.3.3. Security.**

5.3.3.1. The Participants will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and work areas in accordance with the Program Security Instruction and Classification Guide. Access to Classified Information and facilities will be consistent with, and limited by the Scope of Work of the MOA and will be kept to the minimum required to accomplish the work assignments. A Delegation of Disclosure Authority Letter (DDL) documenting release guidance for CPP activities and a PD must be approved in advance of personnel beginning their tour of duty. An Extended Visit Authorization (EVA) is required for the placement of an individual into the position.

5.3.3.2. Each Participant will cause security assurances to be filed, through the Parent Government embassy in the U.S. in the case of foreign personnel, and through the U.S. Embassy in the foreign Host Participant country in the case of United States personnel, stating the security clearances for the CPP being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Participant procedures.

5.3.3.3. The Host Organization and the Parent Organization will ensure that assigned CPP are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information and Controlled Unclassified Information to which access might be gained under the cooperative Program both during and after termination of an assignment. Prior to taking up assigned duties, CPP will be required to sign a certification of Conditions and Responsibilities.

5.3.3.4. CPP will at all times be required to comply with the security laws, regulations and procedures of the government of the Host Participant. Any violation of security procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing willful violations of security laws, regulations, or procedures during their assignments will be withdrawn from the Program with a view toward appropriate administrative or disciplinary action by the Parent Participant.

5.3.3.5. All classified information made available to the CPP will be considered as Classified Information furnished to the Parent Participant and will be subject to all provisions and safeguards provided for in the Security Section of the cooperative Program MOA and the Program Security Instruction and Classification Guide.

5.3.3.6. CPP will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files) unless approved by the Program Office and as authorized by the Parent Participant on a case by case basis.

5.3.3.7. Foreign CPP will not be permitted access to USAF information systems without specific authorization granted by USAF/CVA or his designee in accordance with AFI 33-202. MAJCOM commanders have been delegated responsible for authorizing foreign national access to information systems within their respective commands.

#### **5.3.4. Technical and Administrative Matters.**

5.3.4.1. To the extent authorized by the laws and regulations of the government of the Host Participant, the Host Organization will provide such administrative support as is necessary for CPP to perform their assigned tasks.

5.3.4.2. In no case will CPP be assigned to positions which would require exercise of command or positions which would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the U.S. Government.

**5.3.5. SOFA.** USAF personnel on assignment under the CPP Program are covered by applicable Status of Forces Agreements (SOFA).

**5.3.6. Responsibilities**

**5.3.6.1. SAF/IAQ will:**

5.3.6.1.1. Provide the necessary guidance for implementing the CPP to USAF personnel developing IAC programs.

5.3.6.1.2. Ensure that all negotiated IAs that require international representation in a program office contain the appropriate CPP provisions.

**5.3.6.2. USAF Host Organizations will:**

5.3.6.2.1. Provide appropriate administrative support for foreign CPP.

5.3.6.2.2. Ensure that the required PD, DDL, EVA, and Security Plan are prepared and approved for each CPP position/participant.

## Chapter 6

### PARTICIPATION IN INTERNATIONAL ARMAMENTS COOPERATION FORUMS

**6.1. Purpose.** This chapter contains requirements and procedures for USAF participation in IAC forums, principally the NATO Conference of National Armaments Directors (CNAD) and subordinate and related bodies, the Technical Cooperation Program (TTCP) and the Air Standardization Coordinating Committee (ASCC) forums among Australia, Canada, New Zealand, the UK, and the United States, US-Canada Defense Development/Production Sharing Programs (DDSP/DPSP), the US-Japan Systems and Technology Forum (S&TF), the US-Republic of Korea (ROK) Defense Technological and Industrial Cooperation Committee (DTICC), and the National Executive Agent (NEA) meetings with Brazil.

#### **6.2. The CNAD and Subordinate Groups, Including the NATO Air Force Armaments Group (NAFAG)**

**6.2.1. CNAD.** The CNAD is composed of the senior person responsible for weapons procurement of each NATO nation. It advises NATO's highest decision-making and consultative body, the North Atlantic Council (NAC), and acts under its authority on matters pertaining to the development and procurement of equipment for NATO forces. The CNAD meets twice a year. The US CNAD Principal, referred to as the US National Armaments Director (NAD), is the USD(AT&L). When the CNAD is not in session, members of the national delegations to NATO meet as the National Armaments Directors' Representatives (NADREPs) to address routine matters. DoDI 2010.4, *US Participation in Certain NATO Group Relating to Research, Development, Production, and Logistic Support of Military Equipment* contains additional information.

**6.2.2. Subordinate Groups.** The CNAD has a subordinate group structure to support its activities. NATO identifies each CNAD group with an Atlantic Council (AC) number, with the CNAD plenary group designated AC/259. The major groups reporting to the CNAD include: the NAFAG (AC/224), the NATO Army Armaments Group (AC/225), the NATO Naval Armaments Group (AC/141), and the Research and Technology Organization (AC/323). Each of these groups establishes subgroups as required. These groups provide a forum for exchanging information, exploring IAC opportunities, and standardizing military hardware across NATO. The CNAD occasionally forms other types of groups, such as ad hoc groups or project steering committees, to address special issues or individual IAC projects.

**6.2.3. USAF Participation in CNAD-subordinate Groups.** The primary CNAD group in which the USAF participates is the NAFAG. The NAFAG mission is to enhance the effectiveness of NATO air forces through the promotion of weapon systems collaboration and standardization.

6.2.3.1. The NAFAG has a subordinate group structure to support its activities. This structure includes six Armaments Initiatives Requirements (AIR) groups: 1) AIR Group (AG) I on Aircraft and Aircraft/Weapons Interoperability, 2) AG II on Air Weapons, 3) AG III on Air Aspects of Electronic Warfare, 4) AG IV on Tactical Air Reconnaissance/Intelligence, 5) AG V on Avionics and Landing Systems, 6) AG VII on Unmanned Air Vehicles.

6.2.3.2. AIR Groups may occasionally form subgroups to address specific requirements. Subgroups must be dissolved after a maximum of two years unless the CNAD grants a waiver.

6.2.3.3. The USAF participates in other CNAD groups as tasked by OSD.

**6.2.4. USAF Responsibilities under the CNAD and NAFAG.****6.2.4.1. The US NAFAG Principal will:**

- 6.2.4.1.1. Provide coordinated policy guidance for USAF participation in the NAFAG and its AIR Groups.
- 6.2.4.1.2. Approve USAF representatives to the AIR Groups and their subgroups.
- 6.2.4.1.3. Monitor and coordinate USAF participation in all CNAD-subordinate groups.
- 6.2.4.1.4. Continually evaluate US activity in the NAFAG to ensure US participation meets overall US objectives.

**6.2.4.2. SAF/IAQ will:**

- 6.2.4.2.1. Coordinate and make recommendations to the US NAFAG Principal regarding policy guidance for USAF participation in the NAFAG and subordinate groups.
- 6.2.4.2.2. Make recommendations to the US NAFAG Principal regarding the assignment of USAF representatives to the AIR Groups and subgroups.
- 6.2.4.2.3. Make recommendations to the NAFAG Principal regarding positions for USAF representatives to take when participating in AIR Group and subgroup meetings.
- 6.2.4.2.4. Disseminate the results of activities in the CNAD and CNAD-subordinate groups to appropriate USAF organizations.
- 6.2.4.2.5. Prepare the US NAFAG Principal for NAFAG plenary meetings, to include providing background material and preparing US positions.

**6.2.4.3. HQ USAF Offices and MAJCOMs will:**

- 6.2.4.3.1. Nominate appropriate representatives for assignment to subordinate CNAD groups when requested by the NAFAG Principal or OSD.
- 6.2.4.3.2. Ensure USAF representatives to CNAD-subordinate groups are adequately instructed on US policy and procedures and properly prepared prior to meetings.
- 6.2.4.3.3. Ensure USAF representatives to CNAD-subordinate groups do not engage in any activities that could be construed as negotiations, as defined in DoDD 5530.3, prior to submission and approval of a RAD package for an IAC MOA ([Chapter 2](#)).
- 6.2.4.3.4. Notify SAF/IAQ when circumstances preclude attendance of the appointed USAF representative at a scheduled CNAD-subordinate group meeting and nominate a suitable replacement.
- 6.2.4.3.5. When requested, designate and make available USAF delegates to support CNAD-subordinate groups for which other DoD Components have the lead. Request support from other DoD Components as necessary to support USAF representatives to CNAD-subordinate groups.
- 6.2.4.3.6. Ensure that delegates to NATO forums are knowledgeable of NATO and US security procedures.

**6.2.4.4. USAF Personnel Appointed as US Delegates or Principal Members to NATO groups will:**

6.2.4.4.1. Develop US positions, plans, and actions for CNAD-subordinate groups to which they are appointed. In cases where these positions, plans, and actions are not covered by previous policy guidance, forward them to higher headquarters for coordination as appropriate.

6.2.4.4.2. Invite "industrial experts" to make presentations at CNAD-subordinate group meetings when appropriate. Approval for such attendance must be obtained through the US Mission NATO.

6.2.4.4.3. Submit meeting summary messages as prescribed in paragraph 6.2.5.7., carry out actions assigned to the US at meetings, and ensure that SAF/IAQ is fully informed concerning results and requirements for any follow-up actions at the MAJCOM, HQ USAF or OSD level.

6.2.4.4.4. Ensure that any US Classified Information or CUI to be provided at CNAD-subordinate group meetings has been authorized for release by the proper disclosure authority and, where applicable for such release, placed in the NATO security system.

**6.2.5. NAFAG and other CNAD Subordinate Body Meetings.** USAF personnel attending meetings of the NAFAG and other CNAD groups will consult this section and NATO Documents AC/259-D/603 and C-M(66)33(Revised) for procedural guidance.

6.2.5.1. USAF delegates tasked with preparing or updating presentations and statements for a CNAD-subordinate group meeting will allow ample time for policy or disclosure coordination. Chief of the Joint Chiefs of Staff (CJCS) Memorandum of Policy (MOP) 46 provides detailed coordination requirements.

6.2.5.2. USAF delegates will initiate requests for disclosure authorization as soon as possible (usually six to eight weeks) before a meeting date. A reproducible copy of the proposed presentation or statement, including viewgraphs, must be submitted to the appropriate disclosure authority.

6.2.5.3. USAF presentations or statements for CNAD groups that deal with command, control, and communications issues (such as the Tri-Service Group on Communications and Electronics) must be coordinated with the US Military Communications-Electronics Board (MCEB). Proposed presentations or statements will be forwarded to the MCEB Secretariat for coordination and approval as early as possible (usually four weeks) before a meeting.

6.2.5.4. When situations develop at meetings that are not covered by the coordinated US position, the US Representative must decide whether a US position on the issue can be derived or determined from available information and guidance. If a US position cannot be determined at the moment, the US Representative will state that the discussion is outside existing US guidance and he will seek clarification and provide a US position as soon as possible.

6.2.5.5. Informal discussions "on the margins" of a CNAD-subordinate group meeting (e.g., during meeting breaks) can often resolve differences among governments more easily than formal deliberations. USAF participants will follow the same US policy guidelines in such discussions as they would in formal deliberations.

6.2.5.6. USAF participants will treat all comments (prepared or extemporaneous) by the Chair, secretary, national delegates, and other representatives at a CNAD-subordinate group meeting as if they were to be placed on the written record (referred to as a "Decision Sheet" or "Summary Record") prepared by the Secretary, except in situations when a delegate requests the Chair to permit off-the-record remarks.

6.2.5.7. Meeting Summary Message. Immediately after the meeting and before departure from Brussels, the US Representative, or a designee with the assistance of the US Mission point of contact (POC), must prepare a meeting summary message for dispatch from the US Mission to OSD, DoS, appropriate USAF offices, and other interested US Government departments. The US Mission POC ensures that the standard DoS and US Mission formats are used in the message. Only US Government organizations are addressees.

6.2.5.8. Follow-Up. The US Representative at a CNAD-subordinate group meeting will ensure that actions agreed to by the US are completed. The US Representative will report to higher authority any difficulties with completion of actions.

6.2.5.9. Communications with the US Mission NATO involving policy issues and the commitment of USAF resources will be coordinated with the appropriate USAF authority. All official written US policy communications with the NATO International Staff and with the CNAD-subordinate group delegates from other governments are conducted through the US Mission NATO.

**6.3. International Military Standardization (IMS)** In addition to the standardization activities conducted under the CNAD NAFAG, the USAF participates in IMS working groups to standardize military equipment, doctrine, and procedures. The most important of these are the NATO Military Agency for Standardization (MAS) and the Air Standardization Coordination Committee (ASCC).

**6.3.1. MAS.** The MAS promotes operational, procedural, and materiel standardization among member governments to enable NATO forces to operate together in the most effective manner. It accomplishes this objective through the promulgation of standardization agreements (STANAGs) and allied publications (APs). A STANAG is a record of agreement among two or more NATO member governments to adopt the same or similar military equipment, ammunition, supplies, and stores, and/or operational, logistic, testing, and administrative procedures. Promulgation of a STANAG is usually accomplished by the member governments through incorporation into national or command orders, manuals and instructions, and equipment specifications, as appropriate. An AP is an official NATO standardization document agreed to by two or more NATO governments as a common implementing document and distributed down to the user level. The APs may be factual, with no covering STANAG; a directive, with a covering STANAG; or a combination of the two.

**6.3.2. ASCC.** The ASCC was formed in January 1948 when the United States, the UK, and Canada agreed that their air forces should have the capability to conduct combined operations and provide each other with certain essential services. Its mission is to maximize interoperability among the ASCC air forces. The ASCC is responsible for identifying and eliminating materiel and technical obstacles to the fullest cooperation among member nation air forces and to obtain the greatest possible economy in the use of combined resources and efforts. The ASCC was expanded to include the Royal Australian Air Force and Royal New Zealand Air Force in 1964, and 1965, respectively. The US Navy serves as a co-equal to the member nation air forces, except the USAF and Navy report to the same National Director, HQ USAF/XOR. Standardization occurs through the development and ratification of formal agreements known as Air Standards and Advisory Publications.

**6.3.3. Organization, Procedures, and USAF Responsibilities.** The organization, procedures, and USAF responsibilities for the MAS and the ASCC, are contained in AFI 60-106 *The United States Air Force International Military Standardization Program*. The International Standardization Office (HQ USAF/XORD-ISO) is the OPR for the USAF IMS program.



**6.4. The NATO Standardization Organization (NSO).** The role of the NSO is to rationalize and harmonize national and alliance standardization activities. The focus of its efforts has been the preparation of a NATO standardization program, a compilation of the standardization activities of various NATO bodies that is intended to eliminate the gaps and overlaps in alliance standardization efforts. The NSO is also developing a NATO standardization information base, an automated database of information on all groups and personnel involved in NATO standardization.

**6.4.1. Organization.** The NSO reports directly to the NAC. It is composed of national delegates at the working level from the operational and materiel development communities of member defense ministries, as well as representatives of the Major NATO Command (MNC), the NATO International Staff (IS), and the MAS. It is empowered to establish ad hoc working groups to address specific issues or projects as required.

**6.4.2. Procedures.** USAF participants in the NSO will endeavor to coordinate and harmonize NATO IAC and standardization activities. USAF personnel will consult the US representatives to the NSO (OASD (ISA)) and/or its support staff for procedural guidance on scheduling and participating in meetings, exchanging information, and obtaining administrative support.

**6.4.3. USAF Participation.** HQ USAF/XOR will determine appropriate USAF participation in the NSO. USAF representatives to the NSO will assist in preparing and transmitting to the interested DoD Components and the DoS a message summarizing the results of each NSO meeting in which they participate.

**6.5. The NATO Research and Technology Organization (RTO)** is the single focus in NATO for Defense Research and Technology activities. Established in 1996, the RTO builds upon earlier NATO cooperation in defense research and technology under the Advisory Group for Aerospace Research and Development (AGARD) and the Defense Research Group (DRG). The RTO mission is to conduct and promote cooperative research and information exchange. The objective is to support the development and effective use of national defense research and technology to meet the military needs of the Alliance, to maintain a technological lead and to provide advice to NATO and national decision makers. The RTO performs its mission with the support of an extensive network of national experts. It also ensures effective coordination with other NATO bodies involved in R&T activities. Detailed information on the history, mission, organization, and activities of the RTO may be found at its web site: <http://www.rta.nato.int/>.

**6.5.1. Organization.** The RTO is a NATO organization reporting both to the Military Committee and to the CNAD. It comprises a Research and Technology Board (RTB), the highest level of national representation, and the Research and Technology Agency (RTA), a dedicated staff with its headquarters in Neuilly, France. The total spectrum of R&T activities is covered by six panels and one Modeling and Simulation Group which operate under Terms of Reference approved by the RTB. The panels are composed of national representatives and world class scientists dealing with specific scientific and technological areas. The RTA staff supports the activities of the panels under the RTB by providing a panel executive for each panel.

**6.5.2. Funding.** NATO funds RTO's logistical and staff support, consultants, RTO publications, and some RTO staff members. However, the NATO governments provide most support for RTO's activities by supporting national experts' participation in RTO activities.

**6.5.3. Management.** The RTO is managed by the RTB, which is composed of one to three representatives from each member nation. The RTB Chairman, elected by the members, identifies issues and establishes agendas for the RTB.

**6.5.4. National Coordinators.** Most NATO governments appoint National Coordinators to coordinate their participation in RTO activities and interface with the RTO Director and Staff on matters agreed upon by their government's National Delegate. The National Coordinators typically meet prior to RTB meetings.

**6.5.5. DUSD(S&T) Responsibilities.** DUSD(S&T) holds the lead US Delegate position on the RTB and provides a National Coordinator for US Participation in and support of the RTO. As such, its specific responsibilities are:

- 6.5.5.1. To appoint the US National Delegates to the RTO, currently one each from DDR&E (the ranking US representative), the National Aeronautics and Space Administration (NASA), and SAF/AQR.
- 6.5.5.2. To coordinate the identification of and support of candidates for chairman of the RTB and RTA Director.
- 6.5.5.3. To staff US positions for National Delegate consideration.
- 6.5.5.4. To support US National Delegates at RTB meetings.
- 6.5.5.5. To serve as the central point of contact for US participation in the RTO and interface with NASA, US Panel Coordinators, and Service and other Government Agency liaison offices, industry, and academia.
- 6.5.5.6. To arrange, as needed, meetings of US Representatives to the RTO to review policies, procedures and issues regarding US participation in RTO.
- 6.5.5.7. To staff US membership to Panels and Panel Technical Teams for approval by US National Delegates.
- 6.5.5.8. To facilitate the identification of US Voluntary National Contribution (VNC) candidates for service at the RTA.
- 6.5.5.9. To provide administrative management of the Consultant and Exchange (C&E) Program, including staffing for appropriate approval of C&E requests.
- 6.5.5.10. To arrange for or provide personnel, interpreters, meeting space, equipment, supplies, and services needed for RTO functions hosted by the United States.
- 6.5.5.11. To be responsible for all security matters pertaining to US participation in the RTO.
- 6.5.5.12. To provide guidance to all US participants in RTO activities, to include Panel Members, Lecturers, Consultants, etc.
- 6.5.5.13. To establish criteria for assessing US participation in the RTO.
- 6.5.5.14. To report on overall US participation in the RTO for the National Delegates.
- 6.5.5.15. To staff requests to sponsor Special Guests and Non-NATO nationals at RTO functions, when appropriate, for approval by US National Delegates.

6.5.5.16. To establish a system for requesting and reviewing reports from US Panel participants, Consultants, and Ad Hoc Group members.

6.5.5.17. To solicit US requests for Consultants and submit to the RTO.

6.5.5.18. To ensure proper communication and execution of data release procedures.

6.5.5.19. To submit annual RTO planning forms for meetings to be hosted by the US and a list of next calendar year's US holidays for RTO planning purposes. Establish criteria for the provision of travel funds.

6.5.5.20. To publicize RTO activities in conjunction with US RTO and Panel representatives.

6.5.5.21. To support those US representatives appointed as the RTB Chairman or RTA Director, and the US VNC posted at the RTO, as required.

6.5.5.22. To arrange for the distribution of RTO documents and publications within the US.

6.5.5.23. To provide administrative and staff support for the US National Delegates.

**6.5.6. SAF/IAQ Responsibilities.** SAF/IAQ is the coordinator for USAF participation in and support of the RTO. As such, its specific responsibilities are:

6.5.6.1. To serve as the central point of contact for USAF participation in the RTO.

6.5.6.2. To provide administrative and staff support for the USAF National Delegates.

6.5.6.3. To prepare the annual budget and provide funding support for USAF participation in the RTO.

6.5.6.4. For meetings hosted by USAF organizations, to provide the budget for interpreters, their equipment, and other costs identified as unusual or unique to USAF hosting activities that foreign nationals attend. The host organization for RTO meetings, technical symposia, and other activities will program and bear costs it incurs as host.

6.5.6.5. Serve as Administrative Agent for US VNC assignees to the RTA.

**6.5.7. US Delegates to the RTB will:**

6.5.7.1. Represent the US in all matters before the RTB.

6.5.7.2. Be responsible for all aspects of US participation in RTO.

6.5.7.3. Sponsor the attendance of Special Guests and Non-NATO Nationals at RTO functions.

6.5.7.4. Approve US citizens as Consultants to RTO and US requests for Consultants from other RTO governments.

6.5.7.5. Make available to the RTO:

6.5.7.5.1. Information necessary to carry out the objectives of the RTO, consistent with US laws, regulations, and policies with regard to the disclosure of information.

6.5.7.5.2. Qualified personnel to serve as Panel, Committee and Ad Hoc Group Members and Experts.

6.5.7.5.3. Qualified personnel who are prepared to accept employment within the RTO staff as VNC.

6.5.7.5.4. Such facilities and services as are necessary for the hosting of RTO meetings and activities.

**6.5.8. US Panel Members will:**

- 6.5.8.1. Be the central US point of contact for US panel-related activities.
- 6.5.8.2. Propose to the US National Coordinator new US Panel Members and Technical Team members. In so doing, ensure that candidates have the appropriate expertise, availability, and management support to participate effectively.
- 6.5.8.3. Provide guidance to Working Group Members on RTO regulations and procedures, US technology interests, security policy, and information disclosure and technology transfer guidelines, the balance of US contributions relative to contributions of other nations, and the criteria for USAF funded travel.
- 6.5.8.4. Consult with ODUSD(S&T) on policies regarding panel activities.
- 6.5.8.5. Ensure that US participants understand the security policies in paragraph 6.5.12. and that abstracts and papers require clearance before submission to the RTO.
- 6.5.8.6. Ensure that, when possible, US authors will represent a broad cross-section of the military R&D community.
- 6.5.8.7. Consider level of US attendance at panel meetings, symposia, working groups, and special meetings and attempt to ensure the proper balance relative to that of other governments.
- 6.5.8.8. Review technical papers and presentation materials and obtain approval from a foreign disclosure policy officer to release them in direct support of authorized RTO panel activities. Releasability will be consistent with current US information disclosure policies and procedures and with security classification guidelines.
- 6.5.8.9. Identify meeting sites and local coordinators for hosting RTO activities in the US.
- 6.5.8.10. Be responsible for all DoD scientific and technical interchanges with RTO and foreign participants in RTO, in accordance with US laws and regulations, including DoDI 2010.1.

**6.5.9. US Technical Experts will:**

- 6.5.9.1. In accordance with the RTO procedures: "Support the Panel Chairman in implementation of the panel program in a manner consistent with the priority accorded this duty by the appointing National Delegate. Establish the necessary liaison within their governments and obtain, if possible, national support of the panel program."
- 6.5.9.2. When acting as US members of program committees, inform US authors who have processed their papers (classified or unclassified) whether the program committee has selected those authors to give presentations.
- 6.5.9.3. Notify the US National Coordinator. Office of the Deputy Under Secretary of Defense, Science and Technology (ODUSD (S&T)), if their affiliation or address changes during their term of appointment.
- 6.5.9.4. Inform the US National Coordinator if they desire relief from this responsibility. The US National Delegate will terminate their appointment and advise RTO Headquarters.

6.5.9.5. Advise the National Coordinator about their willingness to perform the Consultant Mission requested by HQ RTO and complete an Availability Form.

6.5.9.6. As required, obtain through the National Coordinator, written approval for their Consultant Mission.

6.5.9.7. Clear any technical information to be disclosed prior to the mission and submit an RTO Information Disclosure Certificate to be completed by the US National Coordinator.

6.5.9.8. Fulfill the terms of the Consultant Mission for which they have contracted with HQ RTO, i.e., individual consultancy, lecture series, short course, special course.

**6.5.10. US Authors will:**

6.5.10.1. Present papers that panels accept for presentation at Panel Symposia.

6.5.10.2. Attend a Panel Symposium on a one-time basis. No permanent duties relevant to US participation in RTO stem from their attendance at a Technical Symposium.

6.5.10.3. Follow abstract and paper clearance procedures and visit request procedures when submitting abstracts and presenting papers.

6.5.10.4. Authors employed by government agencies will clear the release of their papers and abstracts through the applicable US Panel Coordinator.

6.5.10.5. Authors experiencing any problem with procedures in this paragraph will bring these items to the attention of the US National Coordinator, DDR&E.

**6.5.11. Term.** US Technical Team Members should plan to serve for the duration of the activity, which is normally two to three years, and to attend all meetings, which normally range from two to six in number.

**6.5.12. Disclosure of Information to RTO.** US participants will disclose DoD information to RTO only as specified in AFD 16-2 and DoD 5200.1-R. To ensure US authors obtain clearances on presentations in time, each US author will start clearance action as soon as possible (normally at least 90 days) before the scheduled presentation date.

6.5.12.1. Contractors having US Government contracts must process papers and abstracts through proper US contract administration security offices to secure proper clearance. If a security organization is not available, the contractor or other institution will send copies of each paper or abstract with legible illustrations to the applicable US Panel Coordinator to secure proper government clearance.

6.5.12.2. Contractors and institutions not addressed above will contact the US National Coordinator for specific guidance.

**6.6. Air Senior National Representative (ASNR) Forums.**

**6.6.1. The Four-Power ASNR Forum.** The Four Powers of France, Germany, the UK, and the US created the ASNR Forum to develop a consensus on issues to be considered by the full NAFAG. The smaller scope and membership of the ASNR group has made it one of the more productive international forums in which the USAF participates. Because of this productivity, the ASNRs have gradually expanded their activities beyond the original charter of consensus building to include IAC activities involving the Four-Power nations. The Four-Power ASNRs meet twice annually to

exchange information and oversee ongoing projects initiated in this forum. Responsibility for hosting meetings rotates between the four countries.

#### **6.6.1.1. Long Term Technology Projects (LTTP).**

6.6.1.1.1. The 1989 LTTP MOU encompasses collaboration on the research of technologies whose maturation may lead to the development of technologically superior future conventional weapon. At least three of the Four Power ASNR countries must participate for a project to fall under the auspices of the LTTP MOU. The ASNRs have signed nineteen different formal supplements authorizing LTTPs. As of January, 2000, there are eleven active LTTP Projects:

6.6.1.1.2. The LTTP MOU sets up a Working Group (WG) to oversee all activity under the agreement and to continuously review new ideas for projects. The WG meets two to three weeks prior to the semi-annual ASNR meeting and receives project status briefings from the technical experts of the host country. The WG then provides an update briefing to the ASNRs on all LTTP activity.

**6.6.1.2. Future Air Capabilities (FAC).** The Four Power NADs have emphasized the importance of engaging key allies at the earliest practicable stages, in order to identify common mission needs, harmonize operational requirements, fulfill shortfalls in national and coalition military capabilities, and further interoperability goals. The Four Power NADs signed the Principles for a Renewed Transatlantic Cooperation, highlighting their mutual commitment to exploit these international cooperative opportunities (ICOs). Further, the Four Power NADs introduced the International Cooperative Opportunities Group (ICOG), and the implementing ICO projects into the Four Power SNR forums with the aim of improving the conduct and success rate of cooperative multi-national R&D programs. The Four Power ASNRs support this goal and have approved in principle the establishment of a Future Air Capabilities (FAC) Working Group (WG) to institutionalize the ICOG concept, and create the infrastructure necessary to identify, initiate, and execute cooperative programs aimed at interoperable defense systems. The Four Power ASNRs recognize the difficulties inherent in developing common systems/sub-systems as multi-national R&D programs after national requirements have already been established independently. The FAC initiative provides a way to identify common mission needs and harmonize operational requirements, and thus, achieve the NAD goal of fostering cooperative multi-national R&D programs, leading to increased national capabilities and interoperability among the Four Power countries and their allies.

**6.6.2. Bilateral Forums.** In addition to the Four-Power ASNR forum, the US Air Force also provides flag officers to serve as senior representatives on a bilateral basis with a number of important allies. Bilateral ASNR talks and Technology Working Group (TWG) talks are held on a periodic, recurring basis to discuss potential areas of IAC. While the ASNR talks are broad and address the full range of IAC, research, development, test, evaluation, production and logistic support, the TWG talks typically focus on Science and Technology. Generally, SAF/IA provides the ASNR and AFRL provides the TWG representative. There is flexibility in these assignments, however, and exceptions are made based upon qualifications of personnel, country preference, and historical precedence.

6.6.2.1. The current ASNR assignments are:

<b>FORUM</b>	<b>ASNR</b>
Four-Power	SAF/IA
Germany	SAF/IA
United Kingdom	SAF/IA
Sweden	AFRL/CC
Canada	AFRL/CC
Australia	SAF/IA

6.6.2.2. The current TWG assignments are:

<b>FORUM</b>	<b>TWG</b>
United Kingdom	AFRL/CC
France	AFRL/CC (IMA)
Israel	AFRL/CC
Australia	AFRL/CC
Japan	SAF/IA

### **6.6.3. Responsibilities.**

#### **6.6.3.1. SAF/IA will:**

6.6.3.1.1. Provide appropriate representative to assigned ASNR and TWG forums.

#### **6.6.3.2. SAF/IAQ, when SAF/IA represents the US, or AFRL, when it represents the US, will:**

6.6.3.2.1. Select a meeting site, arrange for conference facilities and interpreter services, develop and coordinate an agenda, and prepare and coordinate the minutes for meetings hosted by the US.

6.6.3.2.2. Prepare the US ASNR or TWG representative for meetings, to include providing background material, arranging pre-briefings of US material to be presented, and developing US positions.

6.6.3.2.3. Respond to US action items agreed to by the ASNRs or TWG representatives.

#### **6.6.3.3. SAF/IAQ will:**

6.6.3.3.1. Prepare and staff agreements and agreement annexes as directed by the ASNRs or TWG representatives.

6.6.3.3.2. Manage the USAF FAC effort, including structure, plans, process, and projects.

#### **6.6.3.4. HQ USAF/XOJ will:**

6.6.3.4.1. Provide support in developing, documenting, and defining mission requirements, in conjunction with HQ USAF/XOR/XP, MAJCOMs, and others.

**6.6.3.5. SAF/AQRT will:**

6.6.3.5.1. Provide appropriate representative for ASNR and TWG delegations.

6.6.3.5.2. Provide technology oversight for LTTP/FAC projects.

6.6.3.6. LTTP/FAC Project Proponents (often from a laboratory) will:

6.6.3.6.1. Lead the USAF technical effort via participation in the meetings of technical experts.

**6.6.3.7. AFRL will:**

6.6.3.7.1. Provide appropriate representative to assigned ASNR and TWG forums.

**6.7. The Technical Cooperation Program (TTCP).**

**6.7.1. Background.**

6.7.1.1. TTCP, being a program and not a corporate body, has no funding but provides the means to acquaint the participating governments with the national defense science and technology (S&T) programs conducted by each government, and to cooperate in a broad range of defense S&T activities. It also facilitates the establishment of IAs in areas not considered appropriate for long-term sponsorship by TTCP.

6.7.1.2. TTCP originated in a "Declaration of Common Purpose" between the US and the UK in 1957. This declaration affirmed the principle of interdependence in defense and committed the two governments to act in genuine partnership by combining their resources and sharing tasks in many fields. Subsequent discussions resulted in the inclusion of Canada in 1957, Australia in 1965, and New Zealand in 1969. An MOU establishing a contemporary, formal framework to continue the efficient and effective operation of TTCP was concluded in 1995. The specific policies and procedures, which govern TTCP collaboration, are contained in that MOU. TTCP issues annual revisions to its Policies, Organization, Procedures in Non-Atomic Research and Development (POPnamRAD) for use by all elements of TTCP in the execution of the program. If any discrepancy is found between the POPnamRAD and the MOU, the MOU governs. The scope of activities under the TTCP MOU may range from basic research to advanced concept technology demonstrations. Particular emphasis is placed on:

6.7.1.2.1. Within TTCP, information exchange, including computer software, must be on a balanced, reciprocal basis of approximately equivalent value, quantitatively and qualitatively. Information exchange need not necessarily coincide in time, technical field, or in the form of information. TTCP Subordinate Element Terms of Reference (TORs) define the scope of authorized information exchange within TTCP. TTCP Subordinate Element information exchange efforts may only be conducted in accordance with approved TORs and supporting disclosure guidance.

6.7.1.2.2. S&T Harmonization and Alignment efforts related to respective national S&T programs, such as S&T task performance, comparative evaluation of computer software, or S&T trials activity. These efforts are performed on a best effort basis without a binding national commitment to allocate resources or conduct subsequent activity.



6.7.1.2.3. Project Arrangements (PAs) specifically detail the provisions of binding collaboration on a specific TTCP Project between two or more participants. Each TTCP PA will include specific provisions, consistent with the MOU, concerning the objectives, scope of work, management structure, financial arrangements (if required), contractual arrangements (if required), and security classification of the TTCP PA. Each PA is an IA and must be processed in accordance with DoDD 5530.3 and DUSD(IP) memorandum dated 12 October 1994 (see [Chapter 2](#) of this instruction).

6.7.1.2.4. Any TTCP-related personnel exchanges must be conducted under separate arrangements. There is no provision in the TTCP MOU for personnel exchanges.

## **6.7.2. Organization.**

6.7.2.1. In 1996 the NAMRAD Principals established a three-level structure. Level 1 is the strategic policy level. Level 2 is the program planning and oversight level. Level 3 is the science and technology operational level.

6.7.2.1.1. Level 1 - Policy. Level 1 is composed of the Principals, the Washington Deputies, and the Washington Secretariat.

6.7.2.1.1.1. The Non-Atomic Military Research and Development (NAMRAD) Principals. TTCP is headed by the NAMRAD Principals acting jointly as the TTCP NAMRAD Subcommittee. This Subcommittee is composed of senior representatives of the defense R&D organizations of the participating governments. The US TTCP Principal is DUSD (S&T). The NAMRAD Principals do not have a permanent head. The Principal from the nation hosting the annual NAMRAD meeting acts as the chair of that meeting. The NAMRAD Principals provide policy guidance on the direction of the program. The Principals also determine the Level 2 structure, appoint Level 2 participants, review and approve or redirect the TTCP program, and define management procedures to facilitate operations.

6.7.2.1.1.2. The Washington Deputies. The NAMRAD Principals have delegated day-to-day management responsibility and authority to their appointed Deputies located in Washington, DC. The duties of these Deputies, collectively referred to as the Washington Deputies, include evaluating the R&D needs in the entire defense research field, recommending to the Principals the establishment and termination of TTCP Groups, and providing guidance to these bodies. The US Washington Deputy also requests from SAF/IAQ nominations for USAF Group, Technical Panel and Action Group members and can extend appointments with SAF/IA approval.

6.7.2.1.1.3. The Washington Secretariat. The Washington Deputies are assisted in their management responsibilities by the Washington Secretariat. This body carries out staff work; publishes the TTCP manual, annual roster, and annual report; maintains records; and performs other duties as may be assigned by the Deputies.

6.7.2.1.2. Level 2 - Program Planning and Oversight. The NAMRAD Principals have established ten Groups to perform planning and oversight of cooperative efforts in S&T. Each Group has been given a three-character designator.

<b>Group Designator</b>	<b>Group Name</b>
AER	Aerospace Systems
C3I	Command, Control, Communications and Information
CBD	Chemical, Biological and Radiological Defense
EWS	Electronic Warfare Systems
HUM	Human Resources and Performance
JSA	Joint Systems and Analysis
MAR	Maritime Systems
MAT	Materials Technology and Processes
SEN	Sensors
WPN	Conventional Weapons Technology

6.7.2.1.2.1. Groups. Groups form the semi-permanent infrastructure of TTCP. They are designed to plan and undertake detailed work in areas of high potential for mutual benefit. The Group TOR, reviewed and modified as necessary by the Group, is approved by the NAMRAD Principals, and establishes the scope and objectives.

6.7.2.1.2.2. A Group consists of an Executive Chair, National Representatives from the participating Nations, and subordinate Level 3 bodies. Within its field, a Group undertakes studies and information exchange to produce a vision, technical goals, and a work program, which is then approved by the Principals.

6.7.2.1.2.3. Each Group consists of executive level appointees who are expected to understand national priorities, programs, and budgets. The Executive Chair must act in the best interest of all five nations, while each National Representative represents the interests of his specific nation. A nation providing the Executive Chair is permitted to have that same person act as its National Representative.

6.7.2.1.3. Level 3 - Science and Technology Operations. Each Group establishes Level 3 subordinate elements, made up of scientific and technical specialists from the participating nations, to undertake nearly all of the science and technology activities. There are currently two types of Level 3 bodies - Technical Panels (TPs) and Action Groups (AGs). These elements are formed by the Group as needed, and are approved by the Principals.

6.7.2.1.3.1. Technical Panel. A TP conducts a series of tasks in an area of continuing interest and importance. Typically a TP will conduct a variety of technical assignments and studies at any one time. The parent Group appoints or approves the Chair of the TP. Each participating nation appoints a National Leader who is usually one of the scientists doing collaborative work or overseeing it.

6.7.2.1.3.2. Action Groups. AGs are established by Groups to undertake studies of specific, high priority problems that might cross or link the programs of two or more of the TPs, or be outside the current TOR of any TP. AGs have limited membership, a single specific focus and a defined life. AGs, being small, dedicated teams, quickly establish con-

tacts and accomplish their objectives. As with TPs, AGs are led by a Chair, appointed or approved by the Group, and National Leaders designated by the participating nations.

### **6.7.3. Requirements.**

6.7.3.1. TTCP will be used to acquaint participating governments with each other's technology base programs. Exchanges of information in military R&D are permitted under TTCP when they contribute to TTCP objectives and are consistent with US NDP. The USAF will decline participation in any portion of TTCP on determination that participation would not contribute to the stated objectives.

6.7.3.2. The disclosure of Classified Information and other controlled information under TTCP will be consistent with the MOU for TTCP, TTCP TOR and will comply with NDP, USAF disclosure policy, AFPD 16-2, AFI 16-201, and [Chapter 2](#) of this instruction.

### **6.7.4. Responsibilities.**

#### **6.7.4.1. SAF/IAQ will:**

6.7.4.1.1. Manage USAF participation in TTCP.

6.7.4.1.2. Review and coordinate proposals from the US Deputy for bilateral S&T cooperation in areas discussed in TTCP activities.

6.7.4.1.3. Coordinate proposals and requests for nominations with appropriate HQ USAF offices and the MAJCOMs.

6.7.4.1.4. Request HQ USAF and MAJCOM nominees who have recognized competence in a specific technology or activity. Nominees must have the ability to represent the US and the USAF in international S&T activities.

6.7.4.1.5. Coordinate USAF Appointment Letters with the US Deputy and the US Group National Representative for membership on Groups, TPs, and AGs.

6.7.4.1.6. Maintain a roster of USAF participants and provide data to the appropriate Australian POC for incorporation in the official TTCP roster.

6.7.4.1.7. Periodically review each appointment to a Group, TP, and AG and recommend to SAF/IAQ nominations for appointment renewal. An appointment to an action group is for the life of the group.

6.7.4.1.8. Fund HQ USAF travel in support of TTCP.

6.7.4.1.9. Be the official USAF repository for annual TTCP activity status reports.

#### **6.7.4.2. HQ USAF Directorates will:**

6.7.4.2.1. Upon request by SAF/IAQ, recommend USAF participation in Groups, TPs, and AGs.

6.7.4.2.2. As required, submit nominations to SAF/IAQ for replacement of departing Directorate representatives on Groups, TPs, and AGs or for participation on Groups, TPs, and AGs in which membership is desired.

6.7.4.2.3. Coordinate on nominations.

6.7.4.2.4. Fund Directorate participation in TTCP activities, as appropriate.

**6.7.4.3. MAJCOMs will:**

- 6.7.4.3.1. Recommend to SAF/IAQ MAJCOM, participation in Groups, TPs, and AGs.
- 6.7.4.3.2. As required, submit nominations to SAF/IAQ for replacement of departing MAJCOM representatives on Groups, TPs, and AGs or for participation on Groups, TPs, and AGs in which membership is desired.
- 6.7.4.3.3. Provide technical supervision and support of MAJCOM personnel serving on Groups, TPs, and AGs.
- 6.7.4.3.4. Fund MAJCOM participation in TTCP activities, as appropriate.

**6.7.4.4. USAF participants in TTCP will:**

- 6.7.4.4.1. Avoid unnecessary duplication of effort. USAF TTCP members must be acquainted with USAF responsibilities in the International Standardization Program described in AFPD 60-1 and AFI 60-106.
- 6.7.4.4.2. Coordinate USAF positions relative to their TTCP activity and obtain necessary disclosure authorization.
- 6.7.4.4.3. Submit recommendations regarding TTCP activities, which require USAF action through command channels to SAF/IAQ.
- 6.7.4.4.4. Upon request of HQ USAF, provide a recommended position on the releasability of any technical S&T information within their technical area to foreign governments participating in TTCP.
- 6.7.4.4.5. Participate within disclosure guidelines and under the direction of the US national leader (regardless of the military department assigned) and chief of the US delegation at each meeting. The disclosure of information must be consistent with TTCP TORs and the applicable DDLs, and it must be in accordance with AFPD 16-2 and AFI 16-201.
- 6.7.4.4.6. Not engage in any activities that could be construed as negotiations, as defined in DoD Directive 5530.3, enclosure 2, prior to submission and approval of a RAD package for a TTCP PA or an IAC MOA (see [Chapter 2](#)).

**6.8. The US-Canada Defense Development Sharing Program (DDSP) and Defense Production Sharing Program (DPSP)**

**6.8.1. Purpose.** The DDSP and DPSP were established in 1963 and 1956, respectively, to facilitate cooperation in military Research, Development and Acquisition between the US and Canada. Their objective is to promote joint US-Canadian military materiel programs and to make more efficient use of industrial, scientific, and technical resources.

**6.8.2. US-Canada DDSP.** The US and Canada established the DDSP by a MOU between DoD and the Canadian Government. DDSP implementing procedures are contained in DFARS Appendix T-201.2. Subject to national disclosure policy and the MOU, they:

- 6.8.2.1. Permit Canadian firms the same access to DoD R&D program information as US firms.
- 6.8.2.2. Permit the exchange of information and technical data with Canadian industry to the same extent afforded US firms, consistent with foreign disclosure limitations and the ITAR.

6.8.2.3. Afford Canadian firms an equal opportunity with US firms to participate in R&D, production, and support of defense weapon systems and equipment in accordance with the policies and procedures of the Federal Acquisition Regulation (FAR).

6.8.2.4. Permit the DoD and the Canadian Government to enter into project agreements governing the terms and conditions of specific R&D projects under the MOU. The authority to enter into such project agreements has been delegated by DoD to its Military Departments. Canada may assume up to 75 percent of the cost of the jointly funded R&D projects; but the project work must be performed by a Canadian firm.

6.8.2.5. Encourage USAF prime contractors to include qualified Canadian industrial sources on potential subcontractor lists and to consider and solicit such sources on a basis equal with US domestic firms.

6.8.2.6. Promote long-range coordination and integration of requirement, development, procurement and production with Canada.

**6.8.3. US-Canada DPSP.** The DPSP integrates the industrial resources of both nations into a common North American industrial and mobilization base to:

6.8.3.1. Allow Canada to procure defense material from US industries in accordance with special provisions in the ITAR.

6.8.3.2. Give Canadian industries access to DoD procurements similar to that given to US manufacturers, within the constraints of US national disclosure and other policy.

**6.8.4. Organization.** DDSP/DPSP is organized and managed in three tiers: a Steering Committee (SC) which provides executive oversight; subcommittees established by the SC, as needed, to manage the DDSP/DPSP, and bilateral working groups for each service to identify and implement Project Agreements under the MOU.

**6.8.5. Responsibilities.** SAF/IA will oversee USAF policy and participation in the DDSP/DPSP.

6.8.5.1. SAF/IAQ will:

6.8.5.1.1. Be the USAF OPR for management of DDSP.

6.8.5.1.2. Recommend USAF DDSP policy changes to SAF/AQ, and upon approval, provide guidance to appropriate USAF elements.

6.8.5.1.3. In coordination with HQ USAF, identify new areas for potential cooperative research and development.

6.8.5.1.4. Provide USAF representation to the OSD-level DDSP/DPSP Steering Committee and its subcommittees.

6.8.5.2. Deputy Assistant Secretary for Contracting (SAF/AQC) will be the USAF OPR for DPSP management and DDSP/DPSP contracting policies and procedures.

6.8.5.3. AFMC will:

6.8.5.3.1. Encourage USAF development and procurement offices and USAF prime contractors to promote cooperation with Canada in research, development and production contracts under DDSP/DPSP.

6.8.5.3.2. Establish focal points and functionally oriented working groups. Report command level focal points and working group co-chairpersons to SAF/IAQ upon appointment.

6.8.5.3.3. Issue operating procedures to fully implement the DDSP/DPSP.

6.8.5.3.4. Represent the US Air Force at the DDSP Committee meetings with Canada.

6.8.5.3.4.1. Jointly review and approve/disapprove nominated DDSP projects.

6.8.5.3.5. Ensure that each proposed project:

6.8.5.3.5.1. Has the potential to fulfill a valid USAF requirement.

6.8.5.3.5.2. Has sufficient funds available to cover the USAF share of the project costs.

6.8.5.3.5.3. Can be completed as agreed to by both Canada and the USAF.

6.8.5.3.5.4. Contains only US item or project information releasable to Canada.

6.8.5.3.6. Be the focal point for other MAJCOM and Separate Operating Agency (SOA) on all DDSP programmatic and financial matters.

6.8.5.3.7. Interface with the Canadian Government on projects not under the cognizance of working groups.

6.8.5.3.8. Identify USAF Project POCs.

6.8.5.3.9. Assist HQ USAF, MAJCOMs, and SOAs on DDSP/DPSP activities

6.8.5.3.10. Track progress of DDSP projects and proposals. Maintain metrics on the program. Provide annual report on programs to SAF/IAQ.

6.8.5.4. USAF Organizations Managing R&D, Procurement, and Production Programs will:

6.8.5.4.1. Consider Canadian participation in R&D, procurement, and production of USAF weapon systems and equipment.

6.8.5.4.2. Ensure the proposed project meets the criteria described in paragraph [6.8.5.3.5.](#)

**6.8.6. Reporting Requirements.** Each MAJCOM and SOA participating in DDSP activities will submit an annual status report on DDSP activities to HQ AFMC/IA.

6.8.6.1. AFMC will submit a consolidated DDSP report to SAF/IAQ no later than 30 working days after the end of the fiscal year.

## **6.9. The US-Japan Systems and Technology Forum (S&TF).**

6.9.1. Purpose and Scope. The S&TF was established in 1980 to oversee and facilitate mutually beneficial cooperative R&D and technology exchange between the US and Japan. The objectives of the S&TF are to strengthen the defense technology bases of both governments and to increase the standardization and interoperability of defense equipment employed for mutual defense. The S&TF oversees a number of important US-Japanese cooperative activities, including the Defense Data Exchange Program (DDEP), technical assessment teams, and ad hoc technical review groups. In addition, the S&TF has supervised the development of procedures for transferring Japanese military technologies to the US and has monitored their implementation.

6.9.2. USAF personnel participate in the S&TF in accordance with the terms of the US-Japan Mutual Defense Assistance Agreement of March 1954, especially "that each government will make available to the other such equipment, materials, services, or other assistance as the government furnishing such assistance may authorize." The exchange of technology monitored by the S&TF was expanded by an exchange of notes between the US and Japan in November 1983. Through this exchange of notes, Japan agreed to make an exception to its national policy of prohibiting the export of military hardware and technology and agreed to transfer military technologies to the US. USAF personnel should consult the DoD publication "Japanese Military Technology - Procedures for Transfer to the United States," February 1986 for guidance on transferring Japanese military technologies to the US.

**6.9.3. Organization.** The S&TF is co-chaired by the USD(AT&L) and the Director General, Bureau of Equipment, Japan Defense Agency. Other US members include the senior officials from the Military Departments (MILDEPs), the Defense Advanced Research Projects Agency (DARPA), the Ballistic Missile Defense Organization (BMDO), the HQ US Pacific Command (PACOM), and the Chief of the US Mutual Defense Assistance Office (MDAO), Tokyo. The S&TF has established subordinate Technical Review Groups on Communications and Air Defense as well as a number of ad hoc joint working groups to manage specific technology exchange issues or projects. The S&TF generally meets once a year and is hosted by each government in turn. The joint working groups convene as often as required.

**6.9.4. Procedures.**

6.9.4.1. USAF participants will exchange technical data and information relating to military R&D between the US and Japan and endeavor to standardize equipment employed by the US and Japan for mutual defense.

6.9.4.2. USAF participants will coordinate US objectives, positions, plans, and actions to be presented at the S&TF among all cognizant USAF offices.

**6.9.5. Responsibilities.**

6.9.5.1. SAF/IAQ will:

6.9.5.1.1. Coordinate USAF participation in the S&TF.

6.9.5.1.2. Develop and coordinate all the USAF objectives, positions, plans, and actions to be presented at the S&TF.

6.9.5.1.3. Develop and coordinate actions necessary to implement S&TF decisions within the Department of the Air Force.

6.9.5.1.4. Issue tasking instructions to USAF activities, as necessary.

6.9.5.2. Other USAF Activities will:

6.9.5.2.1. Provide representatives to the S&TF and its working groups, as appropriate.

6.9.5.2.2. Carry out S&TF tasking from SAF/IAQ.

**6.10. The US-Republic of Korea (ROK) Defense Technological and Industrial Cooperation Committee (DTICC).**

**6.10.1. Purpose and Scope.** The DTICC was established in 1988 to facilitate mutual and equitable defense industrial cooperation between the US and ROK. Its objectives are to improve the defense

capabilities of the ROK and to enrich the defense technology bases of both participants. The DTICC oversees ongoing cooperation under the DDEP and the ESEP, as well as the specific cooperative R&D and production projects.

**6.10.2. Organization.** The DTICC is one of several committees that meet under the auspices of the US-ROK Security Consultative Meeting (SCM). The SCM is a high-level (the Secretary of Defense and the Minister of National Defense) forum for the discussion of all issues affecting defense cooperation between the US and the ROK. In addition to the DTICC, there are committees dealing with policy issues, logistics, and security assistance. The DTICC is co-chaired by the DUSD(IP) and the Director, Defense Industry Bureau, the ROK Ministry of National Defense. It directs the work of two subcommittees: the Technological Cooperation Subcommittee (TCSC) and the Defense Industrial Cooperation Subcommittee (DICSC). The TCSC is co-chaired by a representative of the DUSD(IP) and focuses on information exchange and cooperative R&D. The DICSC is co-chaired by a representative of the ASD(P&L) and oversees a broad range of defense industrial cooperation activities with the ROK. Each of these subcommittees may establish working groups to carry out specific tasks as agreed to by the subcommittee Co-Chairs.

#### **6.10.3. Procedures.**

6.10.3.1. USAF participation in the DTICC and its subcommittees is in accordance with the terms of the June 1988 MOU between DoD and the ROK Ministry of National Defense on the rationalization, standardization, and interoperability of equipment employed for mutual defense, exchange of military technology and defense industrial information, cooperative R&D, and defense industrial cooperation.

6.10.3.2. USAF personnel will consult Annex 1 to the US-ROK MOU on Defense Technological and Industrial Cooperation for information on DTICC procedures for scheduling and managing meetings, exchanging information, and identifying IAC projects.

#### **6.10.4. Responsibilities.**

6.10.4.1. SAF/IAQ will coordinate with cognizant USAF activities to provide representation to the DTICC, TCSC, and working groups, and to complete actions from them.

6.10.4.2. USAF activities will provide representation to the DTICC, TCSC, and working groups, as appropriate, and carry out tasking from the DTICC, the TCSC, or the DICSC.

### **6.11. National Executive Agent (NEA) Meetings with Brazil.**

**6.11.1. Purpose and Scope.** Oversight of USAF IAC with Brazil rests with the NEA. The NEA concept was established in the MDEA for the Mutual Development of Military Equipment, which covers almost all current USAF IAC with Brazil. The USAF NEA is a general officer assigned in SAF/IA. The Brazilian NEA is the Director of the Aerospace Technical Center (CTA) in Sao Jose dos Campos, Brazil. NEA meetings take place approximately every eighteen months with rotational hosting between the US and Brazil.

**6.11.2. Guidance.** SAF/IA has published the following guidance regarding the conduct of IAC activity with Brazil:

6.11.2.1. General. Staff and field (laboratory) contact should be as frequent as necessary to carry out mutually beneficial projects. IAC activity with Brazil should be conducted only if there is



identifiable, equitable benefit. All USAF IAC must be in accordance with US laws and regulations.

6.11.2.2. Specific. Existing DEAs should continue as long as there is appropriate benefit in the exchange. USAF agencies should negotiate and conclude new DEAs only when there is direct, identifiable and equitable benefit in the arrangement.

6.11.2.3. Proponents for new cooperative activity with Brazil should carefully analyze the proposals for benefit to the USAF and should clear them through OSAF.

**6.11.3. Responsibilities.** SAF/IAQ will:

6.11.3.1. Coordinate proposals for IAC with appropriate HQ USAF offices prior to any commitments to the Government of Brazil. This coordination will ensure information to be released is consistent with USAF and National Disclosure Policy.

6.11.3.2. Coordinate preparation of all background material and briefings for each NEA meeting. When the meetings take place in the US, make all administrative arrangements including conference facilities, visitor clearances, laboratory and command tours, Latin American Cooperative (LATAM COOP) Fund requests, etc.

**6.12. Joint Technology Booths at International Air and Trade Shows.**

**6.12.1. Mission.** The mission of the Joint Technology Booth (JTB) is to showcase defense technology and weapon systems developed for and by the US Department of Defense (DoD) at international air shows or trade exhibitions. It also showcases DoD test and evaluation (T&E) facilities and capabilities. Each military department displays information and technology demonstrations related to new weapon systems or emerging technology. Showcasing is accomplished via various media, including, but not limited to poster displays, videos, interactive software, and physical hardware. All DoD technology displays at international air shows will be incorporated into the JTB. The primary objectives of the JTBs are to showcase US DoD technologies and T&E capabilities, facilitating opportunities for cooperative research, development, acquisition, test, and evaluation, which promote commonality, standardization, and interoperability with allies and potential coalition defense partners.

**6.12.2. DoD Executive Agent.** The DoD executive agent for international air and trade shows is the Defense Security Cooperation Agency (DSCA) which, in accordance with DoD 7230.8, *Leases and Demonstrations of DoD Equipment*, recommends to the Under Secretary of Defense for Policy for his/her determination whether the DoD should directly participate in a specific international air show or trade exhibition. The recommendations for DoD direct participation are made based on input from the regional US Commander-in-Chief (CINC) and the American Embassy in the country hosting the air show or exhibition. Whether the JTB should be a part of the DSCA recommendations will be based on consultation with the Services, CINC staff, Office of Defense Cooperation and embassy Security Assistance Offices.

**6.12.3. Military Services' Responsibilities.** The services are responsible for implementing and funding oversight and guidance for all service-related JTB activities, including; air show participation, standardized operational procedures, funding, manning, planning, preparation, execution and coordination activities. The US Army Air Materiel Command's Exhibit Office is responsible for contracting booth space, transporting & maintaining the JTB, setting up the JTB, and standardizing the graphics displays.

**6.12.4. Responsibilities.****6.12.4.1. SAF/IAQ will:**

6.12.4.1.1. Serve as the USAF Office of Primary Responsibility (OPR) for the USAF display portion of the JTB.

6.12.4.1.2. Recommend technology demonstrations for the USAF display portion of the JTB.

6.12.4.1.3. Consult/coordinate with SAF/IA country directors and other SAF/IA divisions for tailoring (specific regions and strategies) the USAF display portion of the JTB. Provide recommendations to AFMC/IA.

6.12.4.1.4. Plan, program and budget resources for the USAF display portion of the JTB. Provide the DSCA with all costs incurred for the USAF display portion of the JTB.

**6.12.4.2. HQ AFMC/IA will:**

6.12.4.2.1. Manage the USAF display portion of the JTB at international air and trade shows.

6.12.4.2.2. In coordination with SAF/IA, regionalize the USAF display portion of the JTB for each international air and trade show.

6.12.4.2.3. Based upon recommendations from SAF/IA, select technology demonstrations and participants for the USAF display portion of the JTB.

6.12.4.2.4. Assist SAF/IAQ in planning, programming and budgeting resources for USAF participation in the USAF display portion of the JTB. Advise SAF/IAQ of all costs incurred for the USAF display portion of the JTB.

WILLARD H. MITCHELL

Deputy Under Secretary of the Air Force, International Affairs

## Attachment 1

## GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

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***Abbreviations and Acronyms***

**AC**—Atlantic Council

**ACAT**—Acquisition Category

**ACSC**—Armaments Cooperation Steering Committee

**ADM**—Acquisition Decision Memorandum

**AECA**—Arms Export Control Act

**AFSAC**—Air Force Security Assistance Center

**AFMC**—Air Force Materiel Command

**AFOSR**—Air Force Office of Scientific Research

**AFPEO**—Air Force Program Executive Officer

**AFRL**—Air Force Research Laboratory

**AG**—Armaments Initiative Requirement (AIR) Group (NAFAG)

**AG**—Action Group (TTCP)

**AIR**—Armaments Initiative Requirement

**ALP**—Allied Logistics Publication

**AoA**—Analysis of Alternatives

**AOARD**—Asian Office of Aerospace Research and Development

**APEP**—Administrative and Professional Exchange Program

**ASCC**—Air Standardization Coordination Committee

**ASNR**—Air Senior National Representative

**ATPO**—Associate Technical Project Officer

**BMDO**—Ballistic Missile Defense Organization

**C&E**—Consultant and Exchange

**C3I**—Command, Control, Communications, and Intelligence

**CBD**—Commerce Business Daily

**CINC**—Commander in Chief

**CJCS**—Chairman, Joint Chiefs of Staff

**CLC**—Certificate of Language Conformity

**CNAD**—Conference of National Armaments Directors (NATO)

**COD**—Cooperative Opportunities Document

**COMSEC**—Communications Security

**CPIMS**—Cooperative Programs Integrated Management System

**CPP**—Cooperative Program Personnel  
**CRADA**—Cooperative Research and Development Agreement  
**CSAF**—Chief of Staff of the Air Force  
**CTA**—Aerospace Technical Center (Brazil)  
**CTPA**—Combined Test Project Agreement (NATO)  
**CUI**—Controlled Unclassified Information  
**DAB**—Defense Acquisition Board  
**DAC**—Designated Acquisition Commander  
**DARPA**—Defense Advanced Research Projects Agency  
**DDEP**—Defense Data Exchange Program  
**DDL**—Delegation of Disclosure Authority Letter  
**DDR&E**—Director, Defense Research and Engineering  
**DDSP**—(US-Canada) Defense Development Sharing Program  
**DEA**—Data Exchange Annex  
**DFARS**—DoD Federal Acquisition Regulations Supplement  
**DICSC**—Defense Industrial Cooperation Subcommittee  
**DISA**—Defense Information Systems Agency  
**DMUC**—Departmental Memorandum of Understanding Committee  
**DoC**—Department of Commerce  
**DoD**—Department of Defense  
**DoS**—Department of State  
**DOT&E**—Director, Operational Test and Evaluation  
**DPEP**—Defense Personnel Exchange Program  
**DPSP**—(US-Canada) Defense Production Sharing Program  
**DRG**—Defense Research Group  
**DRU**—Direct Reporting Unit  
**DSCA**—Defense Security Cooperation Agency  
**DTICC**—Defense Technological and Industrial Cooperation Committee  
**DUSD(IP)**—Deputy Under Secretary of Defense (International Programs)  
**DUSD(S&T)**—Deputy Under Secretary of Defense, Science and Technology  
**EOARD**—European Office of Aerospace Research and Development  
**ESEP**—Engineer and Scientist Exchange Program

**E&S**—Engineer and Scientist  
**EVA**—Extended Visit Authorization  
**FAC**—Future Air Capabilities  
**FAR**—Federal Acquisition Regulation  
**FCT**—Foreign Comparative Testing  
**FCTMS**—Foreign Comparative Testing Management System  
**FDO**—Foreign Disclosure Office/Officer  
**FLO**—Foreign Liaison Officer  
**FM**—Fiscal Memorandum  
**FMS**—Foreign Military Sales  
**FOA**—Field Operating Agency  
**FY**—Fiscal Year  
**FYDP**—Future Years Defense Plan  
**HQ USAF**—Headquarters US Air Force  
**IA**—International Agreement  
**IAC**—International Armaments Cooperation  
**IA GEN**—International Agreements Generator  
**IBFA**—Industrial Base Factors Analysis  
**ICAT**—International Cooperative Agreement Team  
**ICO**—International Cooperative Opportunity  
**ICOG**—International Cooperative Opportunities Group  
**IEA**—Information Exchange Annex  
**ILS**—Integrated Logistics Support  
**IMS**—International Military Standardization  
**IPD**—International Program Directive  
**IOC**—Initial Operational Capability  
**IPO**—International Project Officer  
**IPR**—International Program Review  
**IPT**—Integrated Product Team  
**IS**—International Staff (NATO)  
**ITAR**—International Traffic in Arms Regulations  
**J&A**—Justification and Approval

**JTB**—Joint Technology Booth (at international air and trade shows)

**LA**—Loan Agreement

**LATAM COOP**—Latin American Cooperative (Fund)

**LM**—Legal Memorandum

**LTTP**—Long Term Technology Projects

**MAD**—Mission Area Directorates

**MAJCOM**—Major Command

**MAS**—Military Agency for Standardization (NATO)

**MCEB**—US Military Communications-Electronics Board

**MCTL**—Militarily Critical Technologies List

**MDAO**—US Mutual Defense Assistance Office, Tokyo

**MDAP**—Major Defense Acquisition Program

**MDEA**—Master Data Exchange Agreement

**MIEA**—Master Information Exchange Arrangement/Agreement

**MILDEP**—Military Department

**MNC**—Major NATO Command

**MNS**—Mission Need Statement

**MOA**—Memorandum of Agreement

**MoD**—Ministry of Defense/Defence

**MOP**—Memorandum of Policy

**MOU**—Memorandum of Understanding

**MPP**—Modernization Planning Process

**MS**—Milestone

**NAC**—North Atlantic Council (NATO)

**NAD**—National Armaments Director

**NADREP**—National Armaments Director Representative

**NAFAG**—NATO Air Force Armaments Group

**NAMRAD**—Non-atomic Research and Development

**NASA**—National Aeronautics and Space Administration

**NATO**—North Atlantic Treaty Organization

**NDI**—Non-Developmental Items

**NDP-1**—National Disclosure Policy



**NDPC**—National Disclosure Policy Committee

**NEA**—National Executive Agent

**NSO**—NATO Standardization Organization

**ODC**—Office of Defense Cooperation

**ODUSD(S&T)**—Office of the Deputy Under Secretary of Defense, Science and Technology

**OPSEC**—Operations Security

**OPR**—Office of Primary Responsibility

**ORD**—Operational Requirements Document

**OSD**—Office of the Secretary of Defense

**OT**—Other Transaction

**PA**—Project Agreement or Arrangement

**PACOM**—US Pacific Command

**PCS**—Permanent Change of Station

**PD**—Position Description

**PDASD(DUTP&IP)**—Principal Deputy Assistant Secretary of Defense (Dual Use Technology Programs & International Programs)

**PE**—Program Element

**PEM**—Program Element Monitor

**PEO**—Program Executive Officer

**PM**—Program Manager

**PMD**—Program Management Directive

**PO**—Project Officer

**POC**—Point of Contact

**POPNAMRAD**—Procedures in Non-Atomic Research and Development

**PPBS**—Planning, Programming, and Budgeting System

**QPQ**—Quid Pro Quo

**QPR**—Quarterly Progress Report

**RAC**—Request for Authority to Conclude (an MOA)

**RAD**—Request for Authority to Develop (an MOA)

**RAN**—Request for Authority to Negotiate (an MOA)

**RANAC**—Request for Authority to Negotiate and Conclude (an MOA)

**RFA**—Request for Final Approval (to conclude an MOA)

**R&D**—Research and Development

**RDLO**—Research and Development Liaison Office  
**RDP**—Research and Development Projects  
**RDTE**—Research, Development, Test, and Evaluation  
**RSI**—Rationalization, Standardization, and Interoperability  
**RTA**—Research and Technology Agency  
**RTB**—Research and Technology Board  
**RTO**—Research and Technology Organization  
**RTP**—Research and Technology Projects  
**SAO**—Security Assistance Office  
**SCM**—Security Consultative Meeting  
**SAMP**—Single Acquisition Management Plan  
**SNR**—Senior National Representative  
**SOA**—Separate Operating Agency  
**SOFA**—Status of Forces Agreement  
**SSOI**—Summary Statement of Intent  
**S&T**—Science and Technology  
**S&TF**—Systems and Technology Forum  
**STANAG**—Standardization Agreements (NATO)  
**TA/CP**—Technology Assessment/Control Plan  
**TCSC**—Technological Cooperation Subcommittee  
**TDP**—Technical Data Package  
**TDSP**—Technology Demonstration and System Prototypes  
**TDY**—Temporary Duty  
**TEO**—Technology Executive Officer  
**T&E**—Testing and Evaluation  
**TOR**—Terms of Reference  
**TP**—Technical Panel  
**TPA**—Test Project Agreement (ASCC)  
**TPO**—Technical Project Officer  
**TRDP**—Technology Research and Development Projects  
**TTCP**—The Technical Cooperation Program  
**TWG**—Technology Working Group

**USC**—United States Code

**USD(AT&L)**—Under Secretary of Defense (Acquisition, Technology and Logistics)

**VNC**—Voluntary National Contributions

**WG**—Working Group

### *Terms*

**Administrative Agent**—The office that exercises central supervision and both policy and administrative control in an area of responsibility.

**Annex Authority (USAF)**—Delegated approval and signature authority. Provides executive level oversight. Concludes new Annexes and approves amendments and terminations in accordance with each Master Agreement. The Deputy Under Secretary of the Air Force (International Affairs) is the delegated approval and signature authority for DEAs/IEAs on behalf of the USAF.

**Associate Technical Project Officers (ATPOs)**—Provides assistance to the TPOs in a corresponding technical discipline to fulfill the objectives of a Data/Information Exchange Annex. ATPOs are also USAF participants in other Service/DOD Annexes.

**Authorities**—Government officials listed in the IEA/DEA who are authorized to act on behalf of the US in compliance with the Master Agreement. Authorities may initiate correspondence and provide management support regarding USAF IEA/DEA activities.

**Basic Scientific and Technical Information**—Information relating to fundamental theories, designs, and data for purely theoretical or experimental investigation into possible military application of the knowledge. It does not include manufacturing knowledge or information on operational or specific developmental systems.

**CNAD Bodies**—The CNAD and its subordinate bodies, including the main groups, cadre groups, ad hoc groups, project steering committees, and any other bodies that CNAD may establish.

**Controlled Unclassified Information**—Unclassified information to which access or distribution limitations have been applied.

**Cooperative Logistics**—Support provided to a foreign government/agency through its participation in the US DoD logistic system with reimbursement to the US for support provided and logistic support provided to the DoD through its participation in the logistic system of a foreign government agency with reimbursement to that government/agency for support provided. It is an umbrella term that includes the provision or receipt of logistics support for systems and equipment; development of plans and actions to coordinate military logistics systems or procedures; and development of plans and actions to support the use of national logistics policies, systems, or procedures to meet common requirements.

**Cooperative Research and Development Agreement (CRADA)**—CRADAs are standard instruments other than contracts, grants, and cooperative agreements, that allow federal laboratory personnel to perform R&D in collaboration with industrial or other non-Federal entities, without the transfer of Federal funds. (AFI 61-302)

**Data Exchange Annex (DEA)**—Under the Master Data Exchange Agreement, the formal legal vehicle for the exchange of scientific and technical R&D data or information (including weapon, sensor or related system computer software, or weapon, sensor, or related system computer software documentation), in

specific areas of mutual interest. Exchange is limited to information; production and manufacturing information, hardware and personnel may not be exchanged under a DEA.

**Defense Acquisition Board (DAB)**—The senior DoD acquisition review board, chaired by the Under Secretary of Defense (Acquisition), that assists the Under Secretary of Defense (Acquisition) with milestone and program reviews, policy formulation, and acquisition resource recommendations. Also, the primary forum for the USAF to provide advice and assistance concerning acquisition matters through the Under Secretary of Defense (Acquisition) to the Secretary of Defense.

**Delegation of Disclosure Authority Letter (DDL)**—Document which provides Air Force disclosure guidance to be followed when conducting activities under an IA. This US-only document provides a comprehensive listing of the information authorized for release and the information, which is restricted from release to the foreign country.

**Domestic End Product**—An unmanufactured end product mined or produced in the US or an end product manufactured in the US, if the cost of its domestic (or qualifying government) components exceeds 50 percent of the cost of all its components.

**Establishments**—Participating organizations or agencies listed in an IEA/DEA that have an interest in, or provide information to be exchanged. Establishments may be other USAF organizations, other services, NASA, DARPA, etc.

**Foreign Comparative Testing (FCT) Program—**

a) A T&E program conducted under 10 USC 2350a(g) whereby the USAF evaluates selected non-development items and selected technologies that are developed solely by allied or friendly governments where such items or technologies are judged to have the potential to meet valid DoD requirements.

b) The testing of foreign non-development items and items in production or in the late stages of the development process are preferred, however the test and evaluation of equipment and technologies may be conducted to determine procurement alternatives.

c) Any test and evaluation of foreign equipment and technologies that is conducted jointly by the USAF and a foreign government requires appropriate formal agreements between the participants.

**Foreign Technology**—A foreign technique, process, or other subset of a system architecture.

**Foreign Weapon**—For the purpose of the FCT Program, a foreign weapon is any conventional item of military equipment, system, subsystem, munitions, or major component manufactured by a friendly or neutral government that is or will soon be available for procurement by the US Government.

**Host-Nation Support**—Host-nation support is civil and military assistance rendered in peace or war by a host government to allied forces and organizations located on or in transit through its territory. Host-nation support can be any materiel, manpower, administrative, or service support provided by a foreign government to USAF equipment or forces stationed in or operating in that nation.

**Information Exchange Annex (IEA)**—Under the Master Information Exchange Arrangement or Agreement, the formal legal vehicle for the exchange of scientific and technical R&D data or information (including weapon, sensor or related system computer software, or weapon, sensor, or related system

computer software documentation), in specific areas of mutual interest. Exchange is limited to information; production and manufacturing information, hardware and personnel may not be exchanged under an IEA.

**Intellectual Property**—Includes inventions, trademarks, patents, industrial designs, copyrights, and technical information including software, data designs, technical know-how, manufacturing information and know-how, techniques, technical data packages (TDPs), manufacturing data packages, and trade secrets.

**International Agreement**—Any agreement concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions) or with an international organization, that:

- a) Is signed or agreed to by any Department of Defense Component, or by representatives of the Department of State or any other Department or Agency of the US Government,
- b) Signifies the intention of the parties to be bound in international law, and, c) Is denominated as an IA or as an MOU, memorandum of agreement (MOA), memorandum of arrangements, exchange of notes, exchange of letters, technical arrangement, protocol, note verbal, aide memoir, agreed minute, contract, arrangement, statement of intent, letter of intent, statement of understanding, or any other name connoting a similar legal consequence.

(see additional aspects of this definition in AFI 51-701 and DoD Directive 5530.3)

**International Armaments Cooperation (IAC) Programs**—One or more specific IAC projects:

- a) Conducted under an IA,
- b) Implemented under 22 USC Section 2767, 10 USC Section 2350a, or other statutory authority, e.g., 10 USC 2358, and
- c) Conducted as (1) research, development, testing, and evaluation (RDT&E) of defense articles (including cooperative modification of a US-developed system), (2) joint or concurrent production (including follow-on support) of a defense article developed by one or more of the participants, (3) US Government procurement of a foreign defense article (including software), technology (including manufacturing rights), or service (including logistic support), (4) testing and evaluation of conventional defense equipment, munitions, and technology, or (5) data, information, and personnel exchanges conducted under approved programs.

**International Armaments Cooperation Agreement**—An agreement between the US Government and a foreign government (or authorized international organization) setting forth the terms and conditions under which the signatories agree to cooperate in the performance of a specific IAC project (including follow-on and logistics support).

**International Armaments Cooperation Project**—A jointly planned undertaking, with a finite beginning and finite ending, of specific objectives to be accomplished under an IAC program on the basis of a written agreement between the participants and an equitable contribution by the participants to the full costs of the undertaking.

**International Project Officer**—The individual assigned the responsibility of managing activities of a specified International Armaments Cooperation Agreement/Project.

**Interoperability**—The ability of systems, units or forces to provide services to, and accept services from,

other systems, units, or forces and to use the services so exchanged to enable them to operate effectively together.

**Major Defense Acquisition Program (MDAP)**—An acquisition program that is not a highly sensitive classified program (as determined by the Secretary of Defense) and is designated by the Under Secretary of Defense (Acquisition, Technology, and Logistics) (USD(AT&L)) as a major defense acquisition program or estimated by the USD(AT&L) to require an eventual total expenditure for research, development, test and evaluation of more than 355 million dollars or an eventual total expenditure for procurement of more than 2.135 billion dollars (based on fiscal year (FY) 1996 constant dollars).

**Master Data Exchange Agreement (MDEA)/Master Information Exchange —Agreement (MIEA)** - IAs between the US DoD and foreign countries that establish the framework, terms, and conditions for R&D information exchanges through the creation of subsequent Annexes for specific projects.

**Memorandum of Agreement (MOA)**—An agreement concluded with one or more foreign governments including their agencies, instrumentalities, or political subdivisions, or with an international organization that is signed or agreed to by authorized personnel of a DoD Component, or by representatives of the DoS or any other Department or Agency of the US Government and signifies the intention of the signatories to be bound in international law.

**Memorandum of Understanding (MOU)**—Alternate term for MOA (above) used primarily for agreements with Australia, Canada, New Zealand, and the UK.

**Militarily Critical Technologies**—Arrays of design and manufacturing know-how; keystone manufacturing, inspection and test equipment; goods accompanied by sophisticated operation, application, or maintenance know-how; and keystone equipment which would reveal or give insight into the design and manufacture of US military systems, which are not possessed by, or available in fact from sources outside of the US and which, if exported would permit a significant advance in a military system of any country.

**Negotiation** —Communication by any means of a position or offer, on behalf of the United States, the Department of Defense, or on behalf of any officer or an organizational element thereof, to an agent or representative of a foreign government, including an agency, instrumentality, or political subdivision thereof, or of an international organization, in such detail that the acceptance in substance of such position or offer would result in an international agreement. The term “negotiation” includes any such communication even if it is conditioned on later approval by higher authority. The term “negotiation” also includes provision of a draft agreement or other document, the acceptance of which would constitute an agreement, as well as discussions concerning any US or foreign government or international organization draft document whether or not titled “agreement.” The term “negotiation” does not include preliminary or exploratory discussions or routine meetings where no draft documents are discussed, so long as such discussions or meetings are conducted with the understanding that the views communicated do not and will not bind or commit any side legally or otherwise.

**Offsets**—Any arrangement under which, as a condition of sale, a seller agrees to compensate a buyer for the purchase of goods or services in terms that exceed considerations of price, quality, or delivery of the original item. In regard to military exports, industrial and commercial compensation practices offered or demanded in connection with the purchase of defense goods or services.

**Other Transaction (OT)**—OTs are flexible agreements other than contracts, grants, or cooperative agreements that are used to accomplish various legal purposes. OTs are not subject to statutes and regulations that apply specifically to contracts, grants, or cooperative agreements. There are two types of

OTs; (1) OTs for research authorized by 10 USC 2371, and (2) OTs for the acquisition of prototype projects relevant to weapon systems authorized by Section 845 of the National Defense Authorization Act for FY 1994, Public Law 103-160.

**Party/Participant**—Any nation which is a signatory to an International Agreement.

**Program Executive Officer (PEO)**—Military or civilian official who has primary responsibility for managing a defined number of major and/or non-major defense acquisition programs and who reports to and receives direction from a Service or DoD Agency Acquisition Executive only.

**Program Manager (PM)**—Military or civilian official chartered by the Program Executive Office (or by an official designated by the Program Executive Office) who is assigned responsibility and delegated full-line authority of the Program Executive Office for centralized management of a specified development, acquisition, or materiel readiness program.

**Quid Pro Quo (QPQ) Analysis**—Statement of essentially equal benefits used as the rationale or justification for approval of an IEA by the USAF.

**Rationalization**—Any action that increases the effectiveness of allied and friendly government forces through more efficient and effective use of defense resources committed to the alliance. Rationalization includes consolidation, reassignment of national priorities to alliance needs, standardization, specialization, mutual support or improved interoperability, and greater cooperation. Rationalization applies to both weapons and materiel resources and non-weapons military matters.

**Research and Development Liaison Officers**—Personnel who may assist Annex Authorities, Technical Project Officers (TPOs) and Establishments in Annex related efforts.

**Single Acquisition Management Plan (SAMP)**— - a comprehensive, integrated document, which discusses all relevant aspects of a program in support of an MS decision. As a program management strategy document, it consolidates required documentation and is tailored for the specific needs of the program. The SAMP is structured to streamline the oversight and statutory requirements contained in all other management plans for all levels above the PEO or DAC. A SAMP is required by SAF/AQ for all ACAT I and II programs, and is optional for ACAT III programs.

**Scope**—Specific scientific and technical areas covered by an IEA. The scope identifies the types of information that may be exchanged.

**Security Assistance**—A term that covers a broad range of programs through which the US, in pursuit of its national interests and in accordance with the Arms Export Control Act and the Foreign Assistance Act, assists allied and friendly governments to defend and preserve their own national security and economic well-being. The main components of security assistance are the Foreign Military Sales Program, the Foreign Military Financing Program, and the International Military Education and Training Program. (See other aspects of this definition in AFMAN 16-101.)

**Technical Project Officer (TPO)**—The individual responsible for exercising day-to-day management of all assigned IEA efforts in accordance with the terms and conditions of the IEA and the disclosure guidelines of the USAF-approved DDL and all technical exchanges of R&D information under a DEA/IEA. TPOs assigned to specific DEA/IEAs must possess the technical expertise encompassing the scope of the DEA/IEA. For DEA/IEAs under which the scientific or technical area to be pursued is applicable to several functions or types of weaponry, an Associate Technical Project Officer (ATPO) may perform technical supervision over a specified segment or portion of a DEA/IEA.

**Technology Base**—The technology base encompasses basic research, exploratory development, and demonstrations of advanced technology development (the US budget appropriation categories 6.1 and 6.2), including the exploration of alternatives and concepts prior to development of specific weapon systems; feasibility demonstrations and test and evaluation of new concepts, technologies, or equipment; the pursuit of alternative solutions to potential problems; and research on generic systems.

**NOTE:** The purpose of this glossary is to help the reader understand terms used in this publication. It is not intended to be complete. Joint Publication 1-02, *Department of Defense Dictionary of Military and Associated Terms*, 23 March 1994, and AFDD 1-2, *Air Force Glossary of Standardized Terms*, contain standardized terms and definitions for Department of Defense and Air Force use.



## Attachment 2

**FORMATS FOR SUMMARY STATEMENT OF INTENT, DELEGATION OF DISCLOSURE  
AUTHORITY LETTER, CERTIFICATE OF LANGUAGE CONFORMITY AND CERTIFICA-  
TION FOR REPORTING TO THE CONGRESS**

**A2.1. SUMMARY STATEMENT OF INTENT FOR INTERNATIONAL ARMAMENTS COOP-  
ERATION AGREEMENTS** (Although the following SSOI format is current as of 1 July 2000, it is  
being reviewed and modified by OSD. Consult SAF/IAQ for the latest format and instructions.)

The Summary Statement of Intent (SSOI) is a document that describes the scope and content of a proposed IA. The SSOI provides any reviewer with comprehensive insight into the rationale and specifics of a proposed IA and is a crucial document in the IA development process. The SSOI is the basis upon which OSD provides the proponent with authority to develop and negotiate an IA. It is important to be thorough and accurate in completing the SSOI in order to expedite Service and OSD staffing. SSOIs for amendments to existing IAs will be in an abbreviated format and will address only the proposed changes to the approved, original SSOI and the current status of the program to be amended. The abbreviated SSOI will address, at a minimum, the current status of the program, remaining scope to be accomplished, and an updated financial summary (i.e. funds expended to date and projected funding) together with the justification for the amendment.

## SUMMARY STATEMENT OF INTENT (SSOI)

## FOR

(NAME OF PROJECT)

Header Information:

Short Title of Proposed Project

DoD Proponent     Department of the Air Force

Country(ies) Involved

1. Overview of International Agreement

## a. Project Description:

*Briefly describe the project. Be specific as to what the project will deliver.*

(Note: The breadth of the entire program should be described in this paragraph. If your program is organized and executed by phases, describe the content of each phase. Be brief. Describe the desired outcome and how you plan to achieve it. In general terms, indicate the US role and the role of your partner nation(s). Avoid technical discussions and descriptions. Bear in mind that many of the reviewers are not engineers and do not necessarily have technical backgrounds (e.g., Comptroller, Legal Counsel, State Department and Commerce) so the description should contain a minimum of acronyms and be easily understood by someone unfamiliar with the program. Introduce all key information in this paragraph. Don't introduce new information later.)

*Is this a “new start effort” or existing US project?*

(Note: If this is a new start effort, state so here and comply with the Congressional notification requirement for a new start effort. If this is an existing US project, explain whether international participation will be in the entire project or will it be in portions of the project. Who is currently performing the work. Are there incumbent contractors?)

*Is there currently a MOU, MOA, or other IA in effect that is applicable to this effort?*

(Note: Cite any precursor IA, including DEAs, that led to the proposed effort. If the proposed project is a follow-on or amendment to an existing MOU, clearly identify it. Note that for PAs you will need to cite the Master agreement (full title and date) and any directly related PAs.)

b. Technological Development

*What technological development is to be pursued which is necessary to develop new defense equipment or munitions, or what existing military equipment would be modified to meet US requirements?*

2. Operational Requirement

a. Operational requirement or critical deficiency addressed by this project:

*What US operational requirement would this project satisfy? If an operational requirement is not applicable to this project, what critical deficiency or shortfall would this project address? If known, cite applicable documents.*

(Note: A Mission Needs Statement (MNS) number and date offers the strongest support. Documented operational (user) deficiencies are acceptable (list document and provide a short description of the deficiency). Referencing Technology Area Plans is also acceptable but has less impact than the MNS or a documented deficiency.

b. Project Objectives:

*Briefly describe the project's objectives.*

(Note: This paragraph should not repeat what has been described in paragraph 1, but should only describe the project objectives or describe what you will achieve upon successful completion of the project. Be original and specific, if it is a database, model or test report--so state. The response should be 3 to 8 sentences. Be clear and brief. )

c. Estimated project schedule and Initial Operational Capability (IOC):

*Provide an estimated schedule for the project, and IOC if applicable.*

(Note: The schedule can be a table or a list. List the events and the estimated start and stop times (can be quarters such as 3QTR99). Include time for writing a final report and some management reserve time to cover any delays. This schedule should be consistent with your funding profile listed in paragraph 8.)

3. Partner Nation(s)

a. Partner Nation (s):

*Which nations are proposed partners? Which nations have agreed to be partners?*

## b. Assessment of foreign interest/commitment:

*What is the assessment (and your basis for it) of foreign interest/commitment?*

(Note: During discussions, visits, and tours of potential partner nation, assess the foreign interest such as: 1) What is their motivation to cooperate with us? 2) Is there an economic reason we should cooperate? 3) Is the project a political interest item? 4) What indication do you have that the partner nation is committed to follow through on the project? The best gauge of foreign interest and commitment is through its budget funding/commitments.)

## c. Description of proposed negotiation strategy and negotiation schedule:

*Briefly describe the proposed negotiation strategy and negotiation schedule.*

(Note: Negotiation strategy is normally prepared by SAF/IAQ. Critical program schedules, which require that an IA be available for use by a specific date, should be identified in this section. Identify the critical event such as a rocket launch or aircraft modification date.)

*The negotiation schedule should look as follows:*

***For an MOU/MOA***

<i>USAF coordination of RAD package</i>	<i>put in start date</i>
<i>OSD coordination of RAD package</i>	<i>date [3 weeks from USAF coordination date]</i>
<i>RAD Approval</i>	<i>date [3-4 weeks from OSD coordination start]</i>
<i>Finalize IA draft</i>	<i>date [1 week from RAD approval]</i>
<i>Negotiation</i>	<i>Start date [1 to 2 months from RAD approval, plan for at least two sessions, if a complex agreement or multi-lateral, plan for more.] [OSD target is to complete negotiations in no more than 9 months]</i>
<i>USAF coordination of RFA &amp; negotiated draft</i>	<i>date [generally 2 weeks after completion of negotiations The ally(ies) will also be doing national staffing and some changes in the MOU/MOA may have be required]</i>
<i>OSD coordination of RFA package</i>	<i>date [3-4 weeks after start of USAF coordination]</i>
<i>Authority to Conclude</i>	<i>date [4 weeks from start of OSD coordination; if a Sec. 27 agreement, add 65 days for Notification of Congress]</i>
<i>Sign MOU</i>	<i>date [1 week after Authority to Conclude approved]</i>

***For a Loan Agreement (LA) or PA (RAD approval by OSD is not required; only 15 day Notification of intent to sign is required)***

USAF coordination of RAD package	put in start date
RAD Approval	date [3-4 weeks from USAF coordination start]
Finalize IA draft	date [1 week from RAD approval]
Negotiation	Start date [1 to 2 months from RAD approval, plan for at least two sessions]
USAF coordination of RFA & negotiated draft	date [generally 1 week after completion of negotiations The ally will also be doing its national staffing and some changes may be required.]
OSD “notification” of RFA package	date [4 weeks after start of USAF coordination]
Authority to Conclude	date [3 weeks from OSD “notification” of RFA package; if a Sec. 27 agreement, add 65 days for Notification of Congress]
Sign PA/LA	date [1 week after Authority to Conclude is approved]

d. Description of required policy guidance variations or variations to OSD pre-approved IA text:

*Describe any planned variations from the policy guidance contained in the latest approved version of the IAs Generator ("IA Generator"), and any resulting variations to the OSD pre-approved IA text that are known.*

#### 4. Legal Authority

Legal authority for proposed agreement:

*State the legal authority for the proposed agreement. If AECA Section 27 is not being used, explain why not.*

(Note: See paragraph 2.3.2. of this Instruction. If AECA Section 27 is NOT cited as the statutory legal authority for the IA, a statement such as the following is required under this paragraph: “The US Air Force is authorized to participate in this research and development project by ( i.e. 10 USC 2350a or 10 USC 2358). It is not essential to conduct the project under AECA Section 27 because the US is not contracting on behalf of a foreign participant nor is a foreign participant contracting on behalf of the US. The US and (name of country(ies)) will contract for and fund their own share(s) of the work.”)

#### 5. Project Management

Project organization and management structure:

*Briefly describe how the project will be structured and managed.*

(Note: Describe how your international project will be managed and controlled. This section should address: whether there will be a Steering Committee to provide executive level oversight of the project; whether there will be national PMs and separate project offices or a single PM and a joint project office; and whether Cooperative Program Personnel (CPP) will be assigned to the joint project office.\* For complex, high visibility or high value projects, consider developing methods of oversight to resolve conflicts or disagreements. An organizational chart is not required.

\* Participants may elect to place Cooperative Program Personnel (CPP) in the Project Office of another participant. Terms and conditions for CPP assigned to a host nation project office will be set out in an annex to the IA entitled The Assignment of CPP.)

#### 6. Benefits/Risks to the US

Benefit/risk assessment:

*a. List the advantages and disadvantages of this cooperative project. Address project timing, developmental and life cycle costs, technology to be shared and obtained, impact on US and foreign military capability, and rationalization, standardization and interoperability (RSI) considerations*

Note: This paragraph should include what each country is bringing to the project as their share or contribution (Quid Pro Quo). List project responsibilities; 1) for the US, 2) for the partner nation, 3) joint or combined efforts.)

*b. Indicate whether there are any risks associated with conducting this project as an international cooperative program, and briefly describe how these risks are to be managed.*

(Note: These risks are program risks, such as milestone slippage, funding shortfalls, etc. that may result from going with a cooperative, not a national, program.)

*c. Is a similar project currently in development or production in the US or an allied nation? If so, could that project satisfy or be modified in scope to satisfy the US requirement?*

#### 7. Potential Industrial Base Impact

a. Description of potential industrial base impact:

*Briefly describe the potential industrial base impact.*

(Note: Identify how U.S. industry may benefit from the proposed effort and identify (if known) which contractors will be competing/benefiting. Address the potential impact transferring R&D information or technological capabilities to foreign industry or government could have on U.S. competitiveness.)

b. Workshare arrangements, requests for offsets, or offshore production:

*Do you anticipate workshare arrangements, requests for offsets, or offshore production of items restricted to procurement in US? Are you aware of any key parts or components with a single source of production?*

(Note: Offsets are commercial and/or industrial compensation required as a condition of a sale of a defense article or participation in a cooperative program. The President's policy prohibits the US government from participating in offset arrangements.)

- c. Government facilities and/or contractor participation:

*What US Government facilities and/or contractors would be likely to participate in this cooperative effort? Will there be any significant effects (pro or con) on any US companies or US industrial sector(s)?*

(Note: List the government laboratory facilities and any test facilities or test ranges that will be used. This paragraph should only mention significant effects, not those, which are inconsequential.)

## 8. Funding Availability and Requirements

- a. Total estimated cost of the IA:

*List the total estimated cost of the IA.*

(Note: This estimate is the sum of total estimated costs from all participating nations. Estimated costs for the US should include civilian pay and benefits, equipment purchased to support the agreement, cost of running test facilities, cost of contracts, and TDY expenses. Estimates should also include all costs to the US Government even if not paid from a Program Element (PE) managed by the laboratory or center. For example, jet fuel is centrally funded in the Air Force, therefore, cost of fuel for an engine test is not normally paid by the laboratory. In this example, fuel costs should be included in the estimated cost of the agreement and identified in the 'Non-Financial Contributions' line of the funding profile.)

- b. Cost shares of each participant:

*List the cost shares of each participant separately.*

- c. Description and estimated value of non-financial contributions:

*List the dollar value (and description) of any non-financial contribution included in the cost shares. USG salaries are generally considered non-financial contributions (PE should be cited, if available). The estimated value of each element of non-financial contribution by each of the participants must be documented in detail, reviewed by the USAF proponent's financial management organization, and available if requested.*

(Note: This includes items such as major test equipment, use of test ranges, use of military transportation, historical (sunk) costs such as cost of prior research and building of research and/or test facilities, overhead costs, administrative costs, costs of defense articles, defense services, and Background Information contributed to the program, etc.)

- d. Non-equitable financial justification or commensurate share of anticipated benefits:

*If the proposed IA is not equitable on a financial basis, justify on a program basis (show relative benefit to the Department of Defense). An equitable agreement is defined as one in which a participant's share of contributions to an agreement is commensurate with that participant's share of anticipated benefits from the agreement.*

(Note: Clearly state here why the proposed IA is considered equitable to the US on an overall financial and nonfinancial basis. AECA Sec 27 requires that the US and each of the other participants will contribute to a cooperative project an "equitable" share of the full costs of such project. OSD has implemented policy to extend this requirement to all International Armaments Cooperation projects. Methodologies for the determination of program equitableness are contained in Volume 12, Chapter 9, pages 9-8 to 9-10 of the DoD Financial Management Regulation, DoD 7000.14R, available at [www.dtic.mil/comptroller/fmr/](http://www.dtic.mil/comptroller/fmr/).)

- e. Funding estimates (current FY and following FYs):

*List the Department's estimated costs by fiscal year, appropriation, and program element. Indicate if these costs have been, or will be, approved in the budget and are available for use. List other participants' estimated costs by fiscal year.*

<b>Funding Source</b>	<b>FYxx</b>	<b>FYxx</b>	<b>FYxx</b>	<b>FYxx</b>	<b>FYxx</b>	<b>TOTAL</b>
<b>US Financial Costs</b>						
PE XXXXXX	xx	xx	xx	xx	xx	xx
PE XXXXXX	xx	xx	xx	xx	xx	xx
<b>US Financial Total Costs</b>	xx	xx	xx	xx	xx	xx
<b>US Non-Financial Contribution</b>						
PE XXXXXX (USG Salaries)	xx	xx	xx	xx	xx	xx
Other US Non-Financial Contribution	xx	xx	xx	xx	xx	xx
<b>US Non-Financial Total Contribution</b>	xx	xx	xx	xx	xx	xx
<b>US Total Contribution</b>	xx	xx	xx	xx	xx	xx
<b>Partner(s) Financial Costs</b>	xx	xx	xx	xx	xx	xx
<b>Partner(s) Non-Financial Contribution</b>	xx	xx	xx	xx	xx	xx

Funding Source	FYxx	FYxx	FYxx	FYxx	FYxx	TOTAL
Partner Total Contribution	xx	xx	xx	xx	xx	xx
Total Project Value	xx	xx	xx	xx	xx	xx

f. Assessment of potential follow-on acquisition:

*If applicable, outline the likelihood of follow-on research or acquisition and the proponent's commitment to fund such follow-on action.*

## 9. Procurement

### a. DoD contracting:

*Will U.S. Department of Defense (DoD) participation in the project involve contracting? If so, what agency will perform the contracting, and for what part of the project work?*

(Note: Also describe the contractor part of project work in terms of percentage of total work (e.g. 65%). Do not include in-house support contractors as part of DoD contracting.)

### b. Other contracting:

*Will a participant other than DoD perform contracting? If so, which participants and for what part of the project work?*

(Note: This item refers to the foreign government participants. If the information is not available, so indicate.)

### c. Competitive contracting:

*Will contracting be done on a competitive basis? If not, what justification will be used?*

(Note: If contracting is not on a competitive basis, state under what exception to free and open competition the USAF will award the project contract. An IA provides sufficient justification for an exception to the US Competition in Contracting Act. (see the local contracting or procurement office for assistance))

## 10. Information Security and Technology Transfer Issues

### a. Products and/or Technologies:

*Briefly identify the products and/or technologies involved in the program and their National Disclosure Policy Committee (NDPC) category and classification. The Militarily Critical Technologies List (MCTL) may be used as a guide. Consult with your local disclosure authority.*

#### (1). Applicable Militarily Critical Technologies

(Note: List critical technologies applicable to your project.)

#### (2). Products



(Note: List the product/s resulting from the project (brassboard buildup, Modeling/Simulation code, Test data and reports, Interface specifications, Demonstrator, Test reports.)

(3). NDPC Category:

(Note: Normally Category 3 (Applied Research & Development Information & Material) will be used for R&D Projects.)

(4). Classification Level of Project:

(Note: Refers to the data, information or technology exchanged or protection given to the project. It will be SECRET, CONFIDENTIAL, OR UNCLASSIFIED.)

b. Exception To National Disclosure Policy requirement:

*Is an exception required to the National Disclosure Policy? If so, provide required date of approval or date that a request will be submitted to the NDPC.*

c. Foreign availability of comparable systems and technologies; other sharing mechanisms for this technology:

*If known, describe the foreign availability of comparable systems and technologies and whether the US technology has been shared through other programs, e.g., FMS, DEA, etc.*

d. Risk of compromise / potential damage to US military capabilities or technologies:

*Briefly describe the risk of compromise of classified and export-controlled technology and/or products and the potential damage to the US military capabilities or technological advantages in the event of such compromise (e.g., negating primary US technological advantage(s), revealing US system weaknesses, development of countermeasures, susceptibility to reverse engineering).*

e. Minimization of risk / discussion of release issues:

*Identify any measures proposed to minimize the potential risks and/or minimize any damage that might occur due to loss, diversions, or compromise of sensitive classified or unclassified controlled data or hardware. Specify NDPC categories involved, where applicable. Include any phased release of information designed to ensure that information is disseminated only when and to the extent required to conduct the program; restrictions on release of specific information (including classification, description, and disclosure methods); release of components, software or information in modified form (e.g., export versions, exclusion of design rationale and deletion of data on weapons not sold to the participant); and special security procedures (both government and industrial) to control access to restricted material and information.*

11. Proponent's Points of Contact

Identification Information:

Name

Office Symbol

Organization Address

Telephone (DSN and Commercial)

Fax (DSN and Commercial)

E-mail address

(Note: Assure that this POC or an alternate is available to answer any questions from reviewing offices during the Request for Authority to Develop (RAD) review period.)

## **A2.2. FORMAT FOR DELEGATION OF DISCLOSURE AUTHORITY LETTER. DELEGATION OF DISCLOSURE AUTHORITY LETTER**

**Delegation No. - (Country)**

**(Title of Project)**

**A2.2.1. Classification.** Identify the highest classification of information and/or material to be disclosed.

**A2.2.2. Disclosure Methods.** Describe the methods of disclosure (oral, visual, and/or documentary, etc.). If documentary access is permitted, control procedures must be described in paragraph 7.

**A2.2.3. Categories Permitted.** Specify the NDP categories of information and/or material to be disclosed and/or released.

**A2.2.4. Scope.** Specify who is authorized to release classified material or information and to whom disclosure is authorized.

**A2.2.5. Authorized for Release and/or Disclosure.** Provide a specific description of the information, material, and documents to which access can be permitted. Also specify any conditions or limitations to be imposed (e.g., time-phasing of release; allowable forms for software; identification of items releasable only as finished, tested assemblies; etc.).

**A2.2.6. Not Authorized for Release and/or Disclosure.** Provide a specific description of the information, material, and documents (or portions thereof) to which access is not permitted. Also specify any conditions or limitations to be imposed.

**A2.2.7. Release Procedures.** Specify review and release procedures for information that is not covered by the DDL, and describe controls and special security procedures (e.g., badges, briefings, etc.) or protective measures established to limit access to information and controlled areas.

**A2.2.8. Redlegation.** Specify the extent of redelegation of authority (if any) permitted to subordinate activities.

## **A2.3. CERTIFICATE OF LANGUAGE CONFORMITY FOR (TITLE OF PROJECT)**

A2.3.1. The English and (foreign language) versions of the (Full Title of Project) were reviewed for compatibility.

A2.3.2. I hereby certify that both texts are in conformity with each other and have the same meaning in all substantive respects.

\_\_\_\_\_  
(Signature of Reviewing Official)

\_\_\_\_\_  
Signature and Title of Language Officer

Date: \_\_\_\_\_

#### **A2.4. CERTIFICATION FOR REPORTING TO THE CONGRESS**

A2.4.1. As required under Section 27 of the AECA, the DoD must submit to the Speaker of the House of Representatives and to the Chairs of the Committees on Foreign Relations and Armed Services of the Senate a numbered certification on the proposed cooperative agreement. SAF/IAQ must provide USAF inputs to the certification, which must include the following:

A2.4.1.1. A description of the proposed cooperative project.

A2.4.1.2. An estimate of the quantity of defense articles expected to be produced under the project.

A2.4.1.3. An estimate of the project's full cost, setting forth the cost to the US Government (including the cost resulting from waivers) and the cost to the other participants. (Full costs will include overhead and administrative costs.)

A2.4.1.4. An estimate of the dollar value of the funds to be contributed by the US and each of the other participants.

A2.4.1.5. A description of the defense articles and services expected to be contributed by the US and each of the other participants.

A2.4.1.6. A statement of the foreign policy and national security benefits anticipated to be derived from the cooperative project.

A2.4.1.7. Whether and to what extent the prime contracts and subcontracts will be awarded to particular prime contractors or subcontractors in compliance with the proposed agreement.

A2.4.1.8. Classification Level of Project: (SECRET, CONFIDENTIAL, or UNCLASSIFIED.)

A2.4.1.9. Whether an exception to National Disclosure Policy is required. If so, provide the date of approval, date of expected approval, or the date that a request will be submitted to the NDPC.

**Attachment 3****INSTRUCTIONS AND FORMATS FOR AIR FORCE INFORMATION EXCHANGE  
PROGRAM DOCUMENTS****A3.1. Instructions for Preparing an IEA and Supporting Documents.****A3.1.1. The IEA Project Description**

A3.1.1.1. Paragraph 1.a of the IEA will define the scope of the IEA, including a description of the specific functional or technical area to which the IEA applies.

**A3.1.2. The IEA Authorities and Establishments**

A3.1.2.1. Only Authorities are authorized to initiate correspondence. At least the following Authorities must be listed for the US:

A3.1.2.1.1. The TPO and any ATPOs, listed by name, organization, office symbol, commercial telephone/DSN number, and e-mail address.

A3.1.2.1.2. The USAF liaison officer, Chief of the ODC, or military attaché in-country, if no USAF liaison officer or Chief of the ODC is assigned.

A3.1.2.2. Establishments will be listed under subparagraph 2.a.(5) of the IEA for the foreign government and subparagraph 2.b.(5) for the US. Establishments may be any agency selected to participate in the IEA. The US Establishments will be selected on the basis of work accomplished relevant to the IEA. There is no limit to the number of Establishments that may be recommended for inclusion -- four to six is typical. When listing Establishments, include the full name and address of the installations, agencies, or contractors that will participate in the IEA.

A3.1.2.3. All correspondence under an IEA will be transmitted by the TPO through the channels prescribed in the pertinent master agreement.

**A3.1.3. Security Classification.** Paragraph 3.a of the IEA will indicate the highest level of security classification authorized.

**A3.1.4. Format of an IEA.** All proposed IEAs will be submitted to SAF/IAQ in the format shown in paragraph [A3.2](#).

**A3.1.5. Supporting Documents for an IEA**

**A3.1.5.1. The DDL.** Each IEA proposal will include a DDL prepared by the Command FDO in conjunction with the local foreign disclosure offices. The DDL will provide disclosure guidance and list information restricted from release to the foreign government. Disclosure authority must be obtained in advance for each action under an IEA through an approved DDL. The format for a DDL is in [Attachment 2](#).

**A3.1.5.2. Quid pro quo (QPQ) Analysis.** Each IEA proposal will also include a detailed QPQ analysis prepared by the TPO. The analysis will describe the net benefits to be gained by the US under the IEA. The QPQ analysis must be submitted to SAF/IAQ with POC, telephone number, office symbol, and date. It will include a description of:

A3.1.5.2.1. Introduction - Briefly summarize the purpose of the proposed IEA and include specific areas of information to be exchanged.

A3.1.5.2.2. The perceived US needs to be satisfied by the exchange.

A3.1.5.2.3. The scientific or technology benefit likely to be gained by USAF participation in the IEA.

A3.1.5.2.4. The cost avoidance likely to be realized by the US.

A3.1.5.2.5. How the exchange will likely contribute to standardization or interoperability.

A3.1.5.2.6. Expected follow-on programs or projects.

A3.1.5.3. Information Exchange Objectives (optional). Initial information exchange objectives may be used by the TPOs, as appropriate, to discuss specific areas of interest to be pursued over a 12 month period.

### **A3.2. Format for a new IEA.**

S A M P L E  
INFORMATION EXCHANGE ANNEX  
COUNTRY-U.S.  
CONCERNING  
( Title of the MIEA )

(IEA-AF-FY-AA-0000)

(fiscal year/alphanumeric - country code/4-digit code)

In accordance with the (Use MIEA title for that specific country) between the Ministry of Defense of Country and the Department of Defense of the US of America, signed date the following Information Exchange Annex (IEA) is hereby established.

#### **1. DESCRIPTION.**

a. The scope of the IEA comprises an exchange of R&D Information in defense-related matters. Information to be exchanged will include concepts, techniques, methodologies and reports. Topics of information to be exchanged include the following technology areas:

- 1.
- 2.
- 3.

b. Exchanges of R&D information under this IEA shall be on a reciprocal, balanced basis such that the R&D information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article \_\_ (Objective and Scope) of the MIEA.

c. All R&D Information exchanges under this IEA shall conform with the provisions of the MIEA, including the prohibitions against exchange of weapon, sensor or related system computer software documentation, exchange of production information, and exchange or provision of defense articles or services contained in Article \_\_ (Objective and Scope) of the MIEA.

d. Correspondence and requests for R&D information shall be handled in accordance with Article \_\_ (Channels of Communication and Visits) and Article \_\_ (Security) of the MIEA.

e. The IEA provides no authority for placing contracts in accordance with Article \_\_ (Contractual Arrangements) of the MIEA.

f. R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the originating Party in accordance with Article \_\_ (Disclosure and Use of R&D Information) of the MIEA. Unless specifically permitted under the provisions of Section 4 below, R&D information exchanged under this IEA is to be used by the receiving Party's government employees solely for information and evaluation purposes.

## 2. ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS, LIAISON OFFICERS, AND ESTABLISHMENTS:

### a. For Country:

#### (1)Annex Authority:

\_\_\_\_\_.

#### (2)Technical Project Officer:

\_\_\_\_\_.

#### (3)Associate Technical Project Officer(s) (as appropriate):

\_\_\_\_\_.

\_\_\_\_\_.

#### (4)Liaison Officer(s) (as appropriate):

\_\_\_\_\_.

\_\_\_\_\_.

#### (5)Establishment(s):

\_\_\_\_\_.

\_\_\_\_\_.

### b. For the US:

#### (1)Annex Authority:

Deputy Under Secretary of the Air Force

(International Affairs)

1080 Air Force Pentagon

Washington DC 20330-1080

#### (2)Technical Project Officer:

\_\_\_\_\_.

(3) Associate Technical Project Officer(s) (as appropriate):

\_\_\_\_\_  
\_\_\_\_\_

(4) Liaison Officer(s) (as appropriate):

\_\_\_\_\_  
\_\_\_\_\_

(5) Establishment(s):

\_\_\_\_\_  
\_\_\_\_\_

### **3. SECURITY AND INFORMATION CONTROL:**

a. The highest classification of R&D Information which may be exchanged under this IEA is \_\_\_\_\_  
(UNCLASSIFIED / CONFIDENTIAL / SECRET)

b. All R&D Information exchanges under this IEA will conform to the security and information control provisions of the MIEA including Article \_\_ (Controlled Unclassified Information), Article \_\_ (Security), and Article \_\_ (Third Party Transfers).

c. Annual R&D information objectives may be specified, if appropriate. These objectives may be established through exchange of correspondence by the TPOs and will be revised annually by the TPOs to reflect current technology considerations.

### **4. SPECIAL DISCLOSURE AND USE OF SCIENTIFIC AND TECHNICAL INFORMATION PROVISIONS:**

### **5. FINANCIAL RESPONSIBILITIES:**

Each Party shall be responsible for its own costs in the performance of this IEA in accordance with Article \_\_ (Financial Arrangements) of the MIEA unless U.S./ Latin American cooperation funding is available.

### **6. TERMINATION AND DURATION OF THIS IEA:**

a. This IEA may be terminated at any time by the written agreement of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written notification to the other Party's Annex Authority. Termination of this IEA shall be subject to the provisions of Article \_\_ (Amendment, Termination, Entry Into Force, and Duration) of the MIEA.

b. This IEA shall remain in force for a period of five (5) years from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex

Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

FOR THE DEPARTMENT OF DEFENSE      FOR THE MINISTRY OF  
OF THE UNITED STATES OF AMERICA      DEFENCE OF Country

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

### **A3.3. Instructions for Preparing a new DEA under an existing Master Data Exchange Agreement.**

#### **A3.3.1. The DEA Project Description and Classification**

A3.3.1.1. Paragraph 1.a of the DEA will define the scope of the DEA, including a description of the specific functional or technical area to which the DEA applies.

A3.3.1.2. Paragraph 1.b of the DEA will indicate the level of security classification authorized.

#### **A3.3.2. The DEA Establishments and Authorities**

A3.3.2.1. Establishments will be listed under subparagraph 2.a.(1) of the DEA for the US and subparagraph 2.b.(1) for the foreign government. Establishments may be any agency selected to participate in the DEA. The US Establishments will be selected on the basis of work accom-



plished relevant to the DEA. There is no limit to the number of Establishments that may be recommended for inclusion - four to six is typical. When listing Establishments, include the full name and address of the installations, agencies, or contractors that will participate in the DEA.

A3.3.2.2. Authorities will be listed under subparagraph 2.a.(2) for the US and subparagraph 2.b.(2) for the foreign government. Only Authorities are authorized to initiate correspondence. At least the following Authorities must be listed for the US:

A3.3.2.2.1. The USAF liaison officers, Chief of the ODC, or military attaché in-country, if no USAF liaison officer or Chief of the ODC is assigned

A3.3.2.2.2. The TPO and any ATPOs, listed by name, organization, office symbol, and commercial telephone number.

A3.3.2.3. All correspondence under a DEA will be transmitted by the TPO through the channels prescribed in the pertinent master agreement.

A3.3.3. Format of a DEA. All proposed DEAs will be submitted to SAF/IAQ in the format shown in paragraph A3.4.

A3.3.4. Supporting documents for a DEA

A3.3.4.1. The DDL (paragraph A3.1.5.1.)

A3.3.4.2. QPQ Analysis (paragraph A3.1.5.2.)

#### **A3.4. Format for a new DEA under an existing Master Data Exchange Agreement.**

(CLASSIFICATION)

ANNEX NO. DEA-AF-FY-XX-XXXX

(fiscal year/alphanumeric - country code/4-digit)

TO THE

MASTER DATA EXCHANGE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF

(TITLE OF ANNEX)

Pursuant to the provisions of the Mutual Weapons Development Master Data Exchange Agreement between the Government of the United States of America and The Government of Country, signed date, the Government of the United States of America and The Government of Country hereby establish the following data exchange annex:

1. PROJECT DESCRIPTION AND CLASSIFICATION

- a. Scope. This Annex provides for the exchange of research, development, test, and evaluation information of mutual interest on: (Provide enough detail for appropriate evaluation of merits and risks.)
- b. Highest classification of data to be exchanged: UNCLASSIFIED, CONFIDENTIAL, or SECRET.

2. ESTABLISHMENTS AND AUTHORITIES CONCERNED

- a. For the US
  - (1) Establishments
    - (a)
    - (b)
    - (c)
  - (2) Authorities
    - (a) (The USAF liaison officers, ODC or attaché in-government)
    - (b) (The TPO and ATPOs, if any)
- b. For the Government of Country
  - (1) Establishments
    - (a)
    - (b)
  - (2) Authorities
    - (a)
    - (b)

3. Only those Authorities listed in subparagraphs 2.a.(2) and 2.b.(2) herein are authorized to initiate correspondence. Such correspondence will be transmitted through the Project Officer (Project Implementation Authority) channel, as prescribed in Article \_\_\_ of the Master Data Exchange Agreement.

4. Each participant will be responsible for its own costs in the performance of this Annex. Each participant's commitment to performance is subject to the availability of funds.

5. No commitment is implied herein to furnish any manufacturing or production data or software development know-how, transfer any production rights involved in this information, or require exchange of information whose dissemination is restricted by agreements with governments not signatory to this

agreement. The data provided will be safeguarded and will not be further disseminated without prior written approval.

IN WITNESS WHEREOF, the parties hereto have executed this Annex No. (fill in number) to the Mutual Weapons Development Master Data Exchange Agreement between the Government of the United States of America and The Government of Country, effective on the date of the latter signature below.

FOR THE GOVERNMENT OF  
COUNTRY

Ministry of Defense

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

Department of Defense

---

(Title)

---

(Title)

**Attachment 4****DOCUMENTATION FOR THE PAPERLESS FOREIGN COMPARATIVE TESTING PROGRAM**

**A4.1. FCT Proposal Format.** The most recent version of the FCT Proposal format and a sample FCT Proposal can be found on the USAF FCT web site or in the FCT Handbook. The version included here is for illustrative purposes only.

**A4.1.1. Project Name, Description, Funding, and Sponsor Information.** Provide a short descriptive title; do not use a vendor's product name. Describe the hardware, software, and/or technology; intended or actual military use and value; operational use by both the country of origin and other allies or friendly countries; and any foreign government, contractor, and/or DoD Component involved, with its cost burden (if any). Identify whether the equipment or system under consideration would represent a new capability or replace a current equipment or system. Include FCT funding requested by fiscal year. Provide sponsoring organization and project manager contact information. The e-mail address and telephone number (Commercial and DSN) of the Project Manager is mandatory. A photograph is required.

**A4.1.2. Proposal Information.** Indicate the FCT category of the proposed project (test to procure or technical assessment) and the proposal type (new start, continuing, draft, final, etc.).

**A4.1.3. Integrated Product Team (IPT) Information.** Include all e-mail addresses, commercial and fax telephone numbers. E-mail should be the medium of choice to communicate project status and issues with the IPT including SAF/IAQ and OSD.

**A4.1.4. Requirement.** Identify the existing requirement that could be satisfied by the system, equipment, or technology. Cite the requirement's title, number, date signed, and signed by in the proposal. Technical assessment projects may not have an approved DoD Component requirement. Therefore, address in this section the direct military utility of the technology to be assessed, and to what military need it may be applied.

**A4.1.5. User Advocacy and Joint Coordination Information.** Provide contact information of the most senior user advocate for the project. Attach scanned-in letters of support as appropriate. Address the project's applicability to other DoD Components and their interest in and support for the project. Coordination with United States Special Operations Command (USSOCOM) and the other Services for joint interest consideration is required. If joint interest exists, address the method to agree on a common set of requirements to be satisfied.

**A4.1.6. Market Investigation.** Describe how the investigation was conducted and summarize its results. Address the existence of any US inventory hardware that fulfills, in whole or part, the requirement; whether the candidate test item is an alternative to a US system in development or could offer a significant cost, schedule, or performance advantage over an existing US system. Identify the status of the foreign candidate item's development (in US acquisition terms--for example, beyond MS II); and the status of any corresponding US development and/or technology. A Request for Information (RFI) or Sources Sought in the Commerce Business Daily (CBD) is a congressional requirement. Recommend publishing this prior to draft proposal submission soliciting both foreign and domestic sources and describing the information desired.

**A4.1.7. Cost Benefit and Savings Estimate.** Describe the benefits of conducting the FCT. Benefits should include specifics such as cost savings or avoidance, early fielding to satisfy urgent requirements, increased performance, or intangibles such as potential lives saved, competition to existing sole source suppliers, etc. Describe the rationale for cost savings or cost avoidance projections.

**A4.1.8. Integration.** Describe modifications or adaptation required before the foreign item(s) can be tested or fielded within the DoD. This should also include modification of Air Force doctrine, tactics, and software.

**A4.1.9. Acquisition Strategy. Loan, Lease or Procurement.** If the test article is to be procured, recommend the "Kaminski Approach" which is a Sole Source contract with production options. The acquisition plan should include the article(s) being tested and any fielded equipment. A viable process is to specifically identify a decision point in an ongoing acquisition program where the FCT test article may be effectively compared to other approaches to meet the requirement. Procurement of FCT-tested equipment must be compliant with US acquisition and applicable policies. Small procurements, such as specialized laboratory test equipment, meet the general FCT "test for procurement" criteria. In addition, the following will be specifically addressed, point by point:

A4.1.9.1. Preliminary estimate of the initial and potential quantities of a new item of equipment that would be procured to satisfy the Component's requirement.

A4.1.9.2. The PEs and applicable line items, if available, that would fund the acquisition. Indicate by fiscal year whether or not the PE is funded for the years in which procurement would occur. If procurement funding has not been identified, indicate what actions have been, or are being, taken to rectify the situation. OSD will check these PEs to determine USAF commitment.

A4.1.9.3. Any other non-developmental items under test and all known R&D programs underway to address the same requirement.

A4.1.9.4. Factors, if any, that would mandate subsequent production of FCT tested items, regardless of origin, in the US or Canada. Identification of potential teaming or licensing arrangements for such production.

A4.1.9.5. Follow-on logistical support for the system's projected operational life.

**NOTE:** Technical assessment projects probably will not have a defined acquisition strategy; e.g., the purpose of the evaluation may be the acquisition of the evaluation data itself. Therefore, this section should discuss how the evaluated technology will be inserted into current acquisition or development programs.

**A4.1.10. Contracts Funded with FCT Money.** Describe all anticipated foreign contracts or other procurement methods (type, amount, award date, duration, etc.) used to implement the FCT project with foreign and domestic companies. Note: FCT funds will not be used to acquire or test competing US items.

**A4.1.11. Sponsor RDT&E Contribution.** List by fiscal year, the sponsoring organization contributing funds to execute the proposed FCT project. This could include TDY funds, funding for test articles, and management or administrative support costs. If there is a US product competing to satisfy the sponsor's requirement or there is a likelihood that a US product will compete in the sponsor's procurement phase after the FCT is completed, provide PEM contact information and planned funding for the test and evaluation of US item(s).

**A4.1.12. Test and Evaluation (T&E).** This section consists of three parts, as follows:

**A4.1.12.1. Foreign T&E Data.** Describe the type, quantity, and availability of test and operational data generated by the sponsoring country and/or company. Comment on the applicability of the data to US T&E requirements and the acceptability of such data to DoD Component test planners.

**A4.1.12.2. T&E Description.** Identify the DoD T&E organization(s) that will lead the test effort. Describe, in general terms, the test methodology to be used. Include an estimate of the length of the test period, the quantity and cost (purchase or lease) of test articles required, the types of tests to be conducted, test locations, critical issues and the approach to resolve them, and any major testing constraints. Identify any factors that may affect US willingness to provide test results to the foreign country or manufacturer supplying the equipment.

**A4.1.12.3. T&E Plan.** Prepare and submit to the OSD FCT PM an outline of the T&E plan. A more detailed description of test activities may also be required upon OSD approval of the project. Finally, a copy of the approved test plan to be executed by the applicable T&E organization of the sponsoring DoD Component will be forwarded to the OSD FCT PM, at least 30 days before the start of testing.

**A4.1.13. Issues.** Provide detailed description of all issues. Examples include political impacts, Congressional interest, US production base concerns, past performance, “Buy America” acts, and offset arrangements. When classified information or material is likely to be involved, as a minimum, the following information must be discussed: Classification level and unclassified description of US information involved, foreign classified information required, the sensitivity of the data, classification level and/or sensitivity of US test results, visit and/or access requirements, user requirements, relevant security agreements and/or provisions, control requirements, and technical data transfer issues, either US to foreign or foreign to US. If a security classification guide exists for describing the test article, identify the source including POC and Telephone number to obtain a copy should it be required.

**A4.1.14. Electronic Attachments.** List scanned attachments here. Mandatory attachments include: Project Chart, Item Picture and CBD Announcement.

**Attachment 5****USAF IAC OFFICES OVERSEAS**

**A5.1. Purpose.** The procedures in this section apply to all USAF Research and Development Liaison Offices (RDLOs) overseas in supporting IAC programs. The procedures address the responsibilities of these offices in facilitating international cooperation with respect to development of technology and systems; exchanges of personnel, data, and information; logistics activities; and defense industrial activities.

**A5.2. Background.** The DoD maintains Security Assistance Offices (SAOs) and ODCs in many countries to support US national objectives through defense cooperation. While SAOs and ODCs have broad missions that include some IAC activities, the USAF maintains RDLOs, EOARD, and AOARD to focus on USAF needs in IAC. These USAF offices are established in countries that are prominent defense partners of the US capable of offering scientific and technical benefits to the USAF.

A5.2.1. EOARD in London, England and AOARD in Tokyo, Japan are part of and report to the Air Force Office of Scientific Research (AFOSR) under AFRL. They focus on basic research through non-system specific advanced technology development, foreign scientific and technological capabilities, and achievements, which may be applied to USAF requirements. This is accomplished largely through sponsorship of US technical visits to foreign R&D establishments and universities, through attendance and participation in conferences and symposia, and participation in technical projects performed in European and Asian countries.

A5.2.2. USAF RDLOs in France (RDLP), Germany (RDLO), and the UK (RDLL) report directly to SAF/IAQ. They focus on technology development and insertion opportunities encompassing a broad range of IAC activities. RDLOs coordinate their activities with their respective ODCs, and other US in-country defense R&D organizations. Each RDLO operates under conditions and has assigned activities unique to its host country. All RDLOs advise the USAF and host-country on the defense and industrial policies, organizations, and capabilities of each other's government and facilitate the development and management of mutually beneficial IAC programs.

**A5.3. Responsibilities.****A5.3.1. SAF/IAQ will:**

A5.3.1.1. Disseminate information on matters related to host government military requirements and capabilities, industrial and technological capabilities, and government policies and procedures relative to the development and management of IAC activities.

A5.3.1.2. Provide policy guidance and information in coordination with IA Country Directors on issues relevant to the political and strategic relationships between the US and host governments.

A5.3.1.3. Provide policy and procedural guidance from SAF/IAD regarding the transfer of technology, information, defense materiel, and services associated with implementing IAC programs.

A5.3.2. AFRL will oversee EOARD and AOARD.

**A5.3.3. Each RDLO will:**

A5.3.3.1. Acquire and maintain an understanding of US and host government foreign disclosure and acquisition/procurement policies and procedures.

A5.3.3.2. Advise and inform appropriate USAF organizations of host country defense matters, including government and industry policies, organizations, procedures, plans, relevant issues, industrial capabilities, key defense technologies, and technology base.

A5.3.3.3. Provide similar information regarding US defense matters to the host government in conformance with US foreign disclosure policies and procedures.

A5.3.3.4. Establish and maintain a working knowledge of host country defense-related government and industry organizations to lay a foundation for expanded IAC cooperation.

A5.3.3.5. Acquire and maintain an awareness of and contact with USAF laboratories and USAF IAC-related organizations to help identify cooperative opportunities.

A5.3.3.6. Seek out IAC opportunities for the mutual benefit of both countries; monitor and assess ongoing USAF IAC projects and activities with the host government; and contribute to developing and implementing strategies for improving USAF IAC.

A5.3.3.7. Arrange facilitate, and provide support for meetings and visits of appropriate officials.

A5.3.3.8. Act as a primary in-country POC to provide administrative and logistical support for selected USAF and US defense industry visits regarding IAC.

A5.3.3.9. In coordination with the ODC, will provide US industry representatives appropriate, unclassified information regarding the host government's defense requirements, defense budget, procurement process, and defense industrial base and potential industrial teaming arrangements.

A5.3.3.10. Provide critical communication, terminology, and language support between US and host country participants in IAC activities.

A5.3.3.11. When requested, assist in developing, negotiating, implementing, and tracking of IAC agreements.

A5.3.3.12. Understand the policies, procedures, and requirements of the FCT and Development Programs. Develop procedures to disseminate information about the programs to host country government and industry organizations. Assist in identifying and obtaining information on foreign systems to be tested under the FCT Program.

A5.3.3.13. Coordinate with ODCs and other DoD Component IAC-related offices to increase operating efficiency.

A5.3.3.14. Assist in developing ILS planning requirements to be incorporated into IAC program planning.

A5.3.3.15. Facilitate the placement of USAF scientists and engineers under the ESEP in appropriate host-country facilities.

A5.3.3.16. Support the development, coordination, and implementation of DEAs and IEAs under the DDEP.

A5.3.3.17. Act as the USAF in-country liaison to other international organizations involved in IAC.

A5.3.3.18. Monitor arrangements for the exchange and protection of USAF and other governments' technologies and systems.



A5.3.3.19. Act as the in-country liaison to the host government counterparts for defense industrial cooperation.

A5.3.3.20. Provide in-country liaison and exchange information with NATO and other international organizations involved in defense industrial cooperation activities.

A5.3.3.21. Contribute to developing and implementing government strategies for USAF defense industrial cooperation.

A5.3.3.22. Participate in negotiations for reciprocal procurement MOUs and related annexes, and monitor and assess USAF implementation of the existing reciprocal procurement MOUs.

A5.3.3.23. Participate in and support USAF participation in US-host government meetings held under the authority of reciprocal procurement MOUs.

**Attachment 6****INTERNATIONAL OTHER TRANSACTIONS AND NON-DOMESTIC COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS**

**A6.1. International Other Transaction (OT),** authorized by 10 USC 2371, is a tool available for use with foreign non-governmental entities, primarily industries and universities, that may be considered along with contracts and IAs during the development of an acquisition strategy. OTs are transactions other than contracts, grants, or cooperative agreements. They are flexible agreements used to accomplish various legal purposes. OTs are not subject to statutes and regulations (for example, the FAR) that apply specifically to contracts, grants, and cooperative agreements. Generally, there are two types of OTs:

**A6.1.1. International OTs for Research.** OTs for Research, authorized by 10 USC 2371, support basic, applied, and advanced research. They can only be used when a standard contract, grant, or cooperative agreement is not feasible or appropriate. Cost must be shared and the US cannot contribute a value greater than its partner. A determination justifying the use of an International OT for research is required.

**A6.1.2. International OTs for Acquisition of Weapon System Prototypes.** OTs authorized by Section 845 of the National Defense Authorization Act for FY 1994, Public Law 103-160, may be used for acquisition of prototype projects relevant to weapon systems proposed to be acquired or developed by DoD. A "prototype" is an end product that reasonably evaluates the technical feasibility or operational military utility of a concept or system. The use of Section 845 authority eliminates the applicability of some, but not all laws and regulations; and provides a flexible, relatively unstructured environment for the prototype project. For example, commercial practices rather than Government-unique requirements may be used. Accordingly, traditional defense contractors are permitted to consider new ways of doing business and strictly commercial firms are permitted to do business with DoD without changing their existing business practices. Unlike OTs for research described above, Section 845 OTs do not require cost sharing or a determination justifying their use but must employ competitive procedures to the maximum extent practicable. In addition, if the prototype project is a precursor to a major defense acquisition program, then USD(AT&L) must be notified at least 30 days prior to award and advised of the future transition strategy to a DoDD 5000.1 and DoD 5000.2-R program.

**A6.1.3. International OT Procedures.** AFMC, in conjunction with SAF/IAQ, has established the following procedures for International OTs:

A6.1.3.1. Prior to entering into negotiations with a foreign non-governmental entity, Field Unit submits a summary of the proposed International OT to HQ AFMC/IA.

A6.1.3.2. HQ AFMC/IA provides a summary of the proposed International OT to SAF/IAQ to obtain the authority to negotiate the International OT.

A6.1.3.3. SAF/IAQ on behalf of SAF/IA, reviews and approves/disapproves all USAF requests to negotiate an International OT with a foreign non-governmental entity.

A6.1.3.4. Upon approval by SAF/IAQ, AFMC Field Unit negotiates and signs the International OT.

A6.1.3.5. AFMC Field Unit sends a copy of the signed International OT agreement to HQ AFMC/IA.

A6.1.3.6. Work begins

**A6.1.4. Responsibilities.**

**A6.1.4.1. SAF/IAQ will:**

A6.1.4.1.1. Assist non-AFMC field units in developing International OT Summary Sheets.

A6.1.4.1.2. Staff, review and approve/disapprove all International OT Summary Sheets.

A6.1.4.1.3. Notify HQ AFMC/IA of approval or disapproval of AFMC International OT Summary Sheets.

A6.1.4.1.4. Notify non-AFMC field units of approval or disapproval of AFMC International OT Summary Sheets.

A6.1.4.1.5. Act as the USAF focal point for the preparation of the required annual report to OUSD(AT&L)/DDP.

A6.1.4.1.6. Advise USD(AT&L) at least 30 days prior to award of a Section 845 International OT if the prototype project is a precursor to a major defense acquisition program; and advise on the future transition strategy.

**A6.1.4.2. HQ AFMC/IA will:**

A6.1.4.2.1. Assist AFMC field units in developing International OT Summary Sheets and submit them to SAF/IAQ for review and approval.

A6.1.4.2.2. Notify AFMC Agencies of SAF/IAQ approval

A6.1.4.2.3. Provide SAF/IAQ copies of final AFMC International OT documents

A6.1.4.2.4. Conduct annual reviews of AFMC International OTs

**A6.1.4.3. Field Agencies will:**

A6.1.4.3.1. Determine foreign ownership or control of prospective International OT partner

A6.1.4.3.2. Evaluate risks and make technology transfer determination

A6.1.4.3.3. Draft and submit International OT Summary Sheets

A6.1.4.3.4. When authorized by SAF/IAQ, negotiate International OT terms and conditions with potential partner

A6.1.4.3.5. Perform work specified in International OT

**A6.2. Non-domestic Cooperative Research And Development Agreements(CRADAs).** Non-domestic CRADAs are instruments qualitatively different from contracts, grants, and cooperative agreements that allow US laboratory personnel to perform R&D in collaboration with foreign industrial or other non-government entities such as universities, without the transfer of US funds.

**A6.2.1. Non-domestic CRADAProcedures.** AFMC, in conjunction with SAF/IAQ, has established the following procedures for Non-domestic CRADAs:

A6.2.1.1. Field unit submits certification questionnaire

A6.2.1.2. Field Unit determines foreign ownership or control status

A6.2.1.3. AFMC Field Unit approves technology transfer

A6.2.1.4. AFMC Field Unit submits non-domestic CRADA Summary Sheet to HQ AFMC/IA for staffing

A6.2.1.5. SAF/IAQ gives approval to proceed through HQ AFMC/IA

A6.2.1.6. Field unit negotiates & signs non-domestic CRADA with partner

A6.2.1.7. Field unit sends copy of signed agreement to HQ AFMC/IA

A6.2.1.8. Work begins

#### **A6.2.2. Responsibilities.**

##### **A6.2.2.1. SAF/IAQ will:**

A6.2.2.1.1. Assist non-AFMC field units in developing non-domestic CRADA Summary Sheets.

A6.2.2.1.2. Staff, review and approve/disapprove all non-domestic CRADA Summary Sheets.

A6.2.2.1.3. Notify HQ AFMC/IA of approval or disapproval of AFMC non-domestic CRADA Summary Sheets.

A6.2.2.1.4. Notify non-AFMC field units of approval or disapproval of AFMC non-domestic CRADA Summary Sheets

##### **A6.2.2.2. HQ AFMC/IA will:**

A6.2.2.2.1. Assist AFMC agencies in developing non-domestic CRADA Summary Sheets and submit them to SAF/IAQ for review and approval.

A6.2.2.2.2. Notify AFMC Agencies of SAF/IAQ approval or disapproval.

A6.2.2.2.3. Provide SAF/IAQ copies of final AFMC non-domestic CRADA documents.

A6.2.2.2.4. Conduct annual reviews of AFMC non-domestic CRADAs.

##### **A6.2.2.3. Field Agencies will:**

A6.2.2.3.1. Determine foreign ownership or control of prospective non-domestic CRADA partner.

A6.2.2.3.2. Evaluate risks and make technology transfer determination.

A6.2.2.3.3. Draft and submit non-domestic CRADA Summary Sheets.

A6.2.2.3.4. Negotiate non-domestic CRADA terms and conditions with potential partner.

A6.2.2.3.5. Provide copy of signed non-domestic CRADA to HQ AFMC/IA.

A6.2.2.3.6. Perform work specified in non-domestic CRADA.

**Attachment 7****INTERNATIONAL COOPERATIVE AGREEMENT TEAM (ICAT)**

**A7.1. Purpose of the ICAT** An ICAT is an integrated product team (IPT) formed to support the International Project Officer (IPO) in drafting and staffing the documentation needed for an International Armaments Cooperation (IAC) agreement. Through an ICAT, all stakeholders in an IAC project at the field, HQ AFMC, HQ USAF, and other organizations will be given the opportunity to participate in the development and staffing of an IA from very early in the process and thereby improve the quality of the agreement and required documentation as well as reduce the overall agreement development and staffing time.

**A7.2. Formation of the ICAT** An ICAT will be formed upon notification of a proposed IA, which is supported by the HQ USAF for downward directed agreements, or by an AFMC field-level two-letter for bottoms-up agreements. If the agreement is downward-directed, SAF/IAQ (country desk officer) will assume the initial lead and form the ICAT. Note that an ICAT might not be required in some few, rather limited instances. When the proposed agreement is obviously uncomplicated, minor in scope and significance, and involves little more than a formality in its consummation, then an ICAT would be neither necessary nor practical. Otherwise, ICATs are the prescribed means of staffing and implementing IAC agreements and projects. For bottoms-up agreements generated by AFMC field activities, HQ AFMC/IA (regional desk officer) will form and lead the ICAT.

**A7.3. Membership** A goal of the ICAT is early involvement of stakeholders at all levels. Core membership will include representatives from SAF/IAQ, (SAF/IAD and SAF/IAW when appropriate), HQ AFMC/IA, and the IPO. Other members may be added on an as needed basis. HQ AFMC/IA is responsible for ensuring membership by appropriate AFMC organizations and SAF/IAQ is responsible for ensuring membership by appropriate Air Staff offices. Other service participation in the ICAT will be as required and industry participation, if helpful to the overall objectives of the IAC project, may be considered. In-country personnel (SAF/IAQ Liaison Offices, Offices of Defense Cooperation, EOARD/AOARD, etc.) will be members of the ICAT when beneficial to achieving the project's objectives.

**A7.4. Roster Maintenance** For downward directed-agreements the initial ICAT roster will be developed by SAF/IAQ and for bottoms-up agreements by HQ AFMC/IA. The ICAT lead is responsible for maintaining the roster.

**A7.5. Operating Rules****A7.5.1. ICAT Lead Responsibilities:**

A7.5.1.1. Downward-Directed Agreements: SAF/IAQ will provide ICAT leadership throughout the entire agreement development and negotiation process.

A7.5.1.2. Bottoms-up Agreements: HQ AFMC/IA will assume ICAT lead responsibilities while the draft agreement is being developed and staffed within AFMC. Upon transmittal of the draft agreement, Summary Statement of Intent (SSOI), and Delegation of Disclosure Authority Letter (DDL) to SAF/IAQ, it will assume lead responsibilities.

**A7.5.2. Meetings** Normally, an initial face-to-face planning meeting will be held among ICAT participants. However, the general rule is that face-to-face meetings will be held only when necessary, other communication means (telecon, VTC, e-mail, etc.) will be the norm.

**A7.5.3. Communication** Communication between members of an ICAT is the cornerstone for its success. Early identification of issues and cooperation between all affected parties will enhance the agreement development and staffing process. ICAT members are responsible for ensuring dissemination of all program information to the ICAT membership. An e-mail roster will be developed and any activity pertaining to the project processing will be disseminated to the ICAT. The basic rule of the team is that each member will receive and send correspondence to everyone on the ICAT.

**A7.5.4. Schedule Development** An agreement development plan, including staffing schedule, will be prepared by the ICAT. The ICAT lead will track progress against the plan and schedule.

**A7.5.5. Action Items** The ICAT lead is responsible for documenting, tracking, and disseminating action items.

**A7.5.6. Duration of ICAT** The ICAT will remain active until the agreement is signed and copies of the agreement and DDL are provided to the IPO. At this point the formal ICAT will be disbanded; however, team members will continue to support the IPO in the execution of the project as required. In the event that a problem arises during the execution phase, the IPO will notify the MAJCOM OPR and other team members of the problem and ensure that in-country USAF personnel (SAF/IA liaison officers) are included in the problem report and given an opportunity to help resolve difficulties.

**Attachment 8****INTERNATIONAL PROGRAM REVIEWS (IPR)**

**A8.1. Purpose.** An IPR is a management and peer review of major international programs and program areas presented by the person responsible for the program. It is a SAF/IA function conducted by SAF/IAQ with participation by other USAF organizations that function in IAC. The purposes of the IPR are:

A8.1.1. to assess the health and effectiveness of IAC programs (such as Nuclear Treaty Monitoring, etc.), program areas (such as NATO, PACRIM, country-specific, etc.), agreements, both in place and in process, and processes.

A8.1.2. to promote accountability, visibility, and management involvement, and

A8.1.3. to assess priorities, workload, and problem areas.

**A8.2. Schedule:** IPRs will be held bi-monthly, generally in the first week of the month in the offices of SAF/IA.

**A8.3. Format:** The typical format of an IPR is:

**A8.3.1. Background** - program description and overview

**A8.3.2. Program Goals and Objectives** - program goals and objectives with related measures of success and milestones

**A8.3.3. Assessment**

A8.3.3.1. Effectiveness of the program

A8.3.3.2. Partner Satisfaction gauged from RDLO/ODC/country feedback

A8.3.3.3. Direction of the program (positive/improving or negative/deteriorating)

A8.3.3.4. Agreements (in-place and in-process)

A8.3.3.5. Policy/Process (How well do current policies support the program. Are changes needed?)

A8.3.3.6. Overall assessment

**A8.3.4. News/Events** - open action items/closed action items; upcoming events

**A8.3.5. Concerns/Initiatives** - specific problems/concerns along with initiatives to address them

**A8.3.6. Lessons Learned / Success Stories**

**A8.3.7. Summary**